



National Custodial Specification

SOLICITATION NUMBER: G S - [] P - [] - [] - []

SERVICE: CUSTODIAL AND RELATED SERVICES

LOCATION(S): CENSUS HEADQUARTERS NORTH BUILDING (MD0778AG)
CENSUS HEADQUARTERS SOUTH BUILDING (MD1822AG)
SUITLAND CHILD DEVELOPMENT CENTER (MD0781AG)
SUITLAND HOUSE (MD0070AG)

PERIOD OF PERFORMANCE: OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

SOLICITATION ISSUE DATE: _____, 20__

OFFER RECEIPT DATE/TIME: _____, 20__

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PART A-I – STANDARD FORM 1449

PART II – CONTINUATION TO STANDARD FORM 1449

PROPOSAL SUBMISSIONS

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PART III – CONTRACT CLAUSES/PROVISIONS

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NEGATIVE INCENTIVE TABLE

SPECIAL CONTRACT REQUIREMENTS

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EXHIBIT 2 – DEFINITIONS

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EXHIBIT 6 – BUILDING OPERATING PLAN (BOP)

EXHIBIT 7 – SAFETY AND HEALTH (GENERAL)

EXHIBIT 8 – SECURITY REQUIREMENTS

CLEARANCE OF CONTRACT EMPLOYEE PERSONNEL

TYPE OF CONTRACT POSITION

52.204-9 Personal Identity verification of Contractor personnel (Sept 2007)

EXHIBIT 9 – QUALITY ASSURANCE SURVEILANCE PLAN

EXHIBIT 10 – SURVEILANCE FORMS

GSA FORM 1181A – CONTRACT INSPECTION REPORT

QUALITY DEFICIENCY NOTICE

QSAP MONTHLY INSPECTION REPORT

COR'S CHECKLIST FOR INSPECTIONS

EXHIBIT 11 – SPECIAL REQUIREMENTS

EXAMPLE BOP SPREADSHEET

MEMORANDUM TO: ALL PROSPECTIVE BIDDERS

**SUBJECT: REQUEST FOR PROPOSAL (RFP) –
CUSTODIAL/ JANITORIAL SERVICES
CENSUS HEADQUARTERS NORTH & SOUTH BUILDINGS
4600 SILVER HILL ROAD
SUITLAND, MARYLAND 20746
&
SUITLAND HOUSE
4510 SILVER HILL ROAD
SUITLAND, MARYLAND 20746
&
SUITLAND CHILD DEVELOPMENT CENTER
4303 SUITLAND ROAD
SUITLAND, MARYLAND 20746**

The General Services Administration, NCR, PBS, invites you to attend a pre-proposal conference and site visit which will be held at the time and place listed below. Please bring business cards.

**LOCATION: CENSUS HEADQUARTERS BUILDING
4600 Silver Hill Road
Suitland, Maryland 20746
*Main Lobby Entrance***

TIME:

DATE:

POINT OF CONTACT:

The purpose of this conference is to provide a briefing on the scope of work and specifications, so that offerors can ascertain the complexities of the service performed, along with general conditions.

*****Cameras and video cameras will NOT be allowed*****

There will be a pre-proposal tour of the building immediately following the conference. No other pre-proposal tours will be granted. Offerors are responsible for taking note of all relevant aspects of the Census Headquarters Building, the Suitland Child Development Facility and the Suitland House.

All questions arising from the pre-proposal conference or tour must be submitted in writing by email to:

Attendance at the conference and tour is vital to the preparation of a competitive proposal, and to understand the total result desired by the Government. Please ensure that attendees have a picture ID available for entrance to the building(s).

PLEASE NOTE: This solicitation includes sensitive but unclassified building information (SBU). Before release of SBU the requestor must complete and sign a “REQUEST FOR SENSITIVE BUT, UNCLASSIFIED DOCUMENTS.”

GSA is issuing this solicitation electronically only. All technical documents will be available through a secure website via a direct link from FedBizOpps preferably. This web site is designed to safeguard sensitive but unclassified acquisition information. Instructions and information on how to become registered in FedBizOpps are available on the FedBizOpps website at <http://www.fbo.gov>. Be advised that all interested parties must be registered in the Central Contractor Registration (CCR) Database in order to receive an award. If you are not registered you may request an application at (888) 227-2423 or through the CCR website at <http://www.ccr.gov>.

Incumbent:

DUNS:	009655836
Legal Business Name:	Star Contract Services LLC.
Doing Business As (DBA):	
Physical Street Address 1:	5003 54 Place
Physical City:	Hyattsville
Physical State:	Maryland

Note: Upon award, this document shall become the operative contract document.

• **PART II – CONTINUATION TO STANDARD FORM 1449**

SUPPLIES OR SERVICES AND PRICES/COSTS
NOTES TO OFFERORS

THIS PROCUREMENT HAS BEEN SET-ASIDE FOR 8(a) FIRMS ONLY.

1. Custodial/Janitorial services awarded as a result of this **Request for Proposal (RFP)** is to be provided for the **Census Headquarters North Building** consisting of approximately **684,000** rentable square feet, **Census Headquarters South Building** consisting of approximately **684,000** rentable square feet **The Suitland Child Development Center** consisting of approximately **7,202 square feet**, and the **Suitland House** approximately **6,392 square feet**, located in **Suitland Maryland**.

2. A FIRM FIXED-PRICE CONTRACT WITH A SINGLE AWARD INDEFINITE DELIVERY INDEFINITE QUANTITY COMPONENT WILL BE AWARDED FROM THIS SOLICITATION.

3. The offeror must propose a price for the initial 12-month period and for each of the four (4) option periods in order to be considered for award.

4. The offeror must submit a price for each line item for the year Bridge.

5. In order to be considered for award, the offeror must acknowledge receipt of each amendment issued (if any) under this solicitation by submitting three (3) signed and dated copies of the Standard Form 30 (Amendment of Solicitation/Modification of Contract) issued for each amendment.

6. Facsimile (FAX) bids/proposals are **unacceptable** in response to this solicitation.

7. Executive Order 12989, Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Naturalization Act Provisions, is in effect and must be complied with under any contract(s) resulting from this **Request for Proposals (RFP)**. In accordance with Executive Order 12989, contractors are responsible for compliance with immigration laws and are hereby notified that any and all suspected infractions shall be reported to the Immigration and Naturalization Service.

8. This package should be read in its entirety to ensure that the offeror is fully aware of all of the contract requirements.

9. Award will be made to the responsive and responsible 8(a) firm that provides the best value to the U.S. Government. The General Services Administration (GSA) reserves the right to make no award. Please be advised that this RFP in no manner obligates the Government regarding award of a contract, task order or modification that results from the issuance of this RFP.

- 10. PROPOSALS ARE TO BE SUBMITTED** to the GSA Business Service Center's Bid Room, Room #1065, 301 7th D Street, SW, Washington, DC 20407. This includes any modifications to the original proposal, amendments that are being acknowledged, or requests for withdrawal of your proposal.
- 11. NOTE:** Per the Federal Acquisition Regulation, if an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- 12. Unbalanced Bids/Offers:** Bidders/offerors are cautioned that any bid/offer may be rejected as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option period. An offer is unbalanced when it is based on prices significantly less than the costs for some work and prices which are overstated for other work.

Five (5) copies (including original) of the following items are required to be submitted for this Request for Proposals (RFP) solicitation **as organized and in the order listed below.**

TECHNICAL PROPOSAL AND PRICE PROPOSAL SHALL BE SEPARATE, MARKED, AND SEALED.

Technical Proposal

Price Proposal

Standard Form 1449 Part I (upload FBO file and submit with original signatures)

Standard Form 1449 Part II Supplies or Services and Prices for the Base/Initial and four (4)

Option Periods

Acknowledgement of all amendments, if any

Representations and Certifications (if not available through ORCA at: <https://orca.bpn.gov/>)

(Reference FAR 52.212-3 in Part III - Clauses/Provisions)

SFLLL Disclosure of Lobbying Activities (upload FBO file or retrieve from:

<http://www.gsa.gov/Portal/gsa/ep/formsWelcome.do?pageTypeId=8199&channelId=-13253>)

GSA527 Contractor's Qualifications and Financial Information (upload FBO file or retrieve

from: <http://www.gsa.gov/Portal/gsa/ep/formsWelcome.do?pageTypeId=8199&channelId=-13253>)

Recent annual financial statement

Any proposal which fails to conform to the above requested submissions may be considered nonresponsive and categorized as unacceptable.

Offerors are advised that proposals and related materials become the property of the U.S. Government and will not be returned to the offeror.

• **PART III - CONTRACT CLAUSES & SOLICITATION PROVISIONS**

THE FOLLOWING CLAUSES/PROVISIONS ARE APPLICABLE TO THIS ACQUISITION. TO VIEW THE FULL TEXT OF ANY CLAUSE/PROVISION, GO TO URL: <http://www.arnet.gov>.

Provisions

52.212-1 -- Instructions to Offerors -- Commercial Items (Jun 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time

specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the

following ASSIST websites--

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s

offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed price contract with a single award indefinite delivery indefinite quantity component resulting from this solicitation.

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (June 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The TBD will notify the General Services Administration Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying

alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in

connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definition.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.223-1 BIOBASED PRODUCT CERTIFICATION (DEC 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

52.237-70 Qualifications of Offerors (May 1989)

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

(b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.

(c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

52.212-2 Evaluation—Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Technical factors and past performance, when combined, are significantly more important than cost or price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for the basic requirement and any additional requirements listed. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO FAR 52.212-2 (EVALUATION - COMMERCIAL ITEMS)

. The selection decision and ultimate award will be based on an evaluation of all evaluation factors

and price.

The Government reserves the right to consider as acceptable only those proposals submitted in accordance with all the requirements set forth or referenced in this solicitation. In order to fully assess and evaluate the merits of the submitted proposals, the contracting officer may seek clarifications from offerors.

The Government intends to evaluate proposals and award a contract without discussions. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

The Government reserves the right to conduct discussions with companies submitting the most advantageous proposals if the contracting officer later determines them to be necessary. The contracting officer may limit the number of offerors with whom it will discuss proposals to the greatest number that will permit an efficient competition among the most highly rated proposals.

PRICE PROPOSAL EVALUATION

The offeror's written price proposal will be evaluated for award purposes. Prices that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration. The price proposal will be evaluated as compared to the Government prepared independent cost estimate. Further, proposals will be assessed to identify any aspect that could have significant negative cost or revenue consequences for the Government.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Jan 2011)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

“Forced or indentured child labor” means all work or service—

- 1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999,

except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and

operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov> .After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer

that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its

application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [] has, [] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)
 (1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:

Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not

certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country

end products.

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov> or <http://www.arnet.gov>

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Clauses

52.204-4 Printed or Copied Double-Sided on Recycled Paper (Aug 2000)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers’ over-runs, converters’ scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as—

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Re-pulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied

double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

52.212-4 -- Contract Terms and Conditions -- Commercial Items (Jun 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would

otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation

and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders - - Commercial Items (Jan 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

 x (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

 x (6) 52.209-6, Protecting the Government’ Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (9) [Reserved]

___ (10) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (11) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

 x (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (13) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

x (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (15) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (16) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

x (20) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

x (21) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

x (22) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

x (23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

x (24) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

x (25) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

x (26) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

x (27) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

x (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

x (29) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (30) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

x (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

x (32) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

x (33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513).

x (34) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (35) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (36) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

x (37) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (41) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x (42) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration

(Oct. 2003) (31 U.S.C. 3332).

___ (43) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (44) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

x (45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (46) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

x (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

x (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

x (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (Jul 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

552.237-70 Qualifications of Offerors

(b) Clauses.

552.203-71 Restriction on Advertising

552.215-70 Examination of Records by GSA

552.232-72 Final Payment Under Building Services Contracts

552.237-71 Qualifications of Employees

552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items (Sep 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or

components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

Reserved.

(b) Clauses.

552.223-70 Hazardous Substances

552.223-71 Nonconforming Hazardous Material

Hazardous materials are not delivered on a f.o.b. origin basis.

Addendum to 52.212-4

Supplemental Contract Terms and Conditions

Term or Period of Contract (Period of Performance)

This contract is for a 12 month year. The beginning date for the performance under this contract is anticipated to be October 1, 2016.

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract five years after contract award.

(End of clause)

GSAM-552.219-74 Section 8(a) Direct Award (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a)

eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Washington Metropolitan Area District Office

740 15th Street NW Suite 300

Washington, DC 20005

Phone: 202-272-0345

Hours of Operation:

Monday through Friday from 8:00AM to 4:30PM

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To the requirements of 52.219-14, Limitations on Subcontracting.

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement

resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible

Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.213-1 FAST PAYMENT PROCEDURE (MAY 2006)

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies.

(1) Title to the supplies passes to the Government upon delivery to—

(i) A post office or common carrier for shipment to the specific destination; or

(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall—

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall—

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice "FAST PAY." Invoices not prominently marked "FAST PAY" via manual or electronic means may be accepted by the payment office for fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either—

(i) Submit the receiving report on the prescribed form with the invoice; or

(ii) Include the following information on the invoice:

(A) Shipment number.

(B) Mode of shipment.

(C) At line item level—

(1) National stock number and/or manufacturer's part number;

(2) Unit of measure;

(3) Ship-To Point;

(4) Mark-For Point, if in the contract; and

(5) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:

(i) Ship-To Point.

(ii) Mark-For Point.

(iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) FAST PAY container identification. The Contractor shall mark all outer shipping containers "FAST PAY." When outer shipping containers are not marked "FAST PAY," the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 et seq.). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov> or <http://www.arnet.gov>

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in

writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.232-17 INTEREST (OCT 2010)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

- (1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
- (2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

- (1) The date on which the designated office receives payment from the Contractor;
- (2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (3) The date on which an amount withheld and applied to the contract debt would otherwise have

become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

Material	Identification No.
(If none, insert "None")	

(ii) Obtain medical treatment for those affected by the material; and
(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day of contract expiration.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of contract or option expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1-year and 6-months.

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

This Statement is for Information Only: It is not a Wage Determination

[UPDATE]

Employee Class

Monetary Wage

**Insert wage info
here**

552.232-70 Invoice Requirements (Sep 1999)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

[Insert ACT Number]

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or order, the following information or documentation must be submitted with each invoice:

552.232-71 Adjusting Payments (Sep 1999)

(a) Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.

(b) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.

(c) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly.

552.232-78 Payment Information (Jul 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

552.232-73 Availability of Funds (Sep 1999)

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the Contractor.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

EXECUTIVE ORDER 13495 - NONDISPLACEMENT OF QUALIFIED WORKERS

(a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, **a right of first refusal** of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order No.13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that

the United States enter into such litigation to protect the interests of the United States.

Accountability of Contract Employees

The contractor shall be required to develop and implement an employee accountability system in the event of an emergency or disaster, or other event that requires or results in evacuation or closure of buildings under GSA's control. The employee accountability system will enable contractors to track their employees to determine their safety and well-being. GSA will not be responsible under this contract for accounting for the whereabouts of contractor employees in the event of an emergency or disaster, or other event that requires or results in the evacuation or closure of buildings under GSA's control.

CONTRACT INSURANCE REQUIREMENTS

(a) The contractor shall provide insurance coverage for all risks associated with performing this contract and its task orders. The contractor assumes full liability and responsibility for all losses and damages to property or injuries to persons occasioned through the performance of any services or the use, maintenance, and operation of equipment and vehicles by the contractor's employees and agents. At its own expense, the contractor must maintain adequate insurance coverage during the life of this contract against all claims for damages and/or injuries. The contractor shall maintain any legally required insurance with respect to its employees and agents. The Government shall be indemnified and saved harmless against claims for damages and/or injuries. Liability insurance coverage, written on the comprehensive form of policy, is required in the minimum amounts set forth below; this coverage shall not be reduced as a result of any claims paid by an insuring company:

- | | |
|--|--|
| (1) Commercial general liability umbrella: | |
| (a) Bodily injury | \$500,000 per occurrence |
| (b) Property damage | \$100,000 per occurrence |
| (c) Fire damage | \$100,000 per occurrence |
| (2) Automobile liability: | |
| (a) Bodily injury | \$200,000 per person |
| | \$500,000 per occurrence |
| (b) Property damage | \$20,000 per occurrence |
| (3) Contractual general liabilities: | \$1,000,000 per occurrence |
| (4) Excess liability: | \$1,000,000 per occurrence (Umbrella form) |
| (5) Workers' compensation and employer's liability: | \$100,000 or per statute |
| (6) Rented equipment, and special events activities both on and off the project site(s): | Included |
| (7) Government furnished property items: | Included |

(b) In addition, the contractor must provide coverage for any other risks as deemed appropriate, since the Government is not self-insuring and will not indemnify the contractor against any risks under the contract and its task orders. A current duplicate (not machine reproduced) certificate of insurance must be submitted to the CO for acceptability before the contractor begins work under this contract. Duplicates of renewal certificates (not machine reproduced) obtained by the contractor during the life of this contract must immediately be provided to the contracting officer; these must be acceptable to the CO. Also see the clause, "Insurance - Additional Named Insured" below.

(c) The insurance policy must contain an endorsement that any cancellations or material changes in the coverage adversely affecting the Government's interests shall not be effective for such period as prescribed by the laws of the State(s) in which this contract or its task orders will be performed and in

no event less than thirty (30) days after the Insurer or the contractor gives written notice to the contracting officer, whichever is longer.

(d) If the contractor already has an organizational policy in effect, the CO will require evidence that it satisfies all of the above stated requirements. The contractor is required to provide such evidence as deemed necessary by the CO before a notice to proceed with contract performance is issued. The CO reserves the right to not accept the purchase of any insurance coverage deemed not to be in the Government's best interest. Should any insurance coverage be refused, the contractor will replace it immediately with coverage that is acceptable to the CO.

(e) This contract requires that all insurance coverage be kept in full force and effect until all contract and task order work is completed. The contractor shall include these clauses in any subcontracts hereunder and must enforce these insurance requirements on its subcontractors and consultants.

(f) The Government will not be responsible for any losses, damages, or liabilities beyond the amounts, limits, and conditions of the above required insurance coverage.

(g) All premiums or costs incurred to comply with these insurance requirements will be paid by the contractor.

INSURANCE - ADDITIONAL NAMED INSURED

The requirements of the Insurance-Work on a Government Installation-Clause prescribed in FAR 52.228-5 is supplemented to provide that the general liability policy shall name "The United States of America, acting by and through the General Services Administration," as additionally insured with respect to any work performed under this contract and its task orders.

DETERMINATION OF UNFITNESS/REMOVAL OF CONTRACTOR EMPLOYEES

The CO has authority to require the contractor to remove any employee from contract who has been determined to be unfit for duty based upon misconduct or delinquency such as, but not limited to the examples listed below.

- (1) Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failure to carry out assigned task, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites;**
- (2) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omission from official documents or records;**
- (3) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting;**
- (4) Participation in disruptive activities which interfere with the normal and efficient operations of the Government;**
- (5) Theft, vandalism, immoral conduct, or any other unethical or criminal actions;**
- (6) Unethical or improper use of official authority or credentials; or**
- (7) Unauthorized use of communications equipment or Government property.**

Wage Determinations

- **PART IV - SPECIFICATIONS**

PERFORMANCE BASED SERVICE CONTRACT

This solicitation contains a work statement for a performance-based service. This means that the Government has described **WHAT** is to be accomplished, **NOT HOW** to accomplish it, and states a basis for determining whether finished work meets the Government quality requirements. It does not state detailed procedures for accomplishing the work unless there are safety, security, communication, or special requirements.

It is the responsibility of the contractor to ensure that they build into their bid/proposal price the necessary hours that it will take to meet the performance standards specified.

The contractor will be required to maintain a quality control program to ensure that the requirements of this contract are met. This program shall be created for identifying and correcting deficiencies in the quality of services before the performance becomes unacceptable.

PART V – SPECIAL BUILDING INFORMATION**GENERAL:**

The Census Headquarters Building – is a stand-alone facility dedicated to the support of the Bureau of the Census and the Bureau of Economic Analysis’ mission. It is divided into two parts, the North Building and the South Building. It serves as the headquarters for compiling, tracking and analysis of the population of the United States, and the tracking of the Economy.

The address of the facility is: **4600 Silver Hill Road, Suitland Maryland 20746**. It is located at a complex known as the Suitland Federal Center.

This facility has approximately 2.37 million gross square feet, including 1 million square feet of garage space. It houses approximately 7,000 employees who support the Bureau of the Census, and approximately 570 employees that support the Bureau of Economic Analysis.

This building is equipped with waterless urinals in all the Men’s Restrooms, and has five (5) Green Roofs located on different levels around the building.

The Census Headquarters Building was designed to achieve a LEED Silver rating for Construction. There are continuous ongoing operational requirements in order to maintain this rating.

The Suitland Child Development Center – is a stand-alone building providing child care for the employees of the Census Headquarters Building and the National Maritime Intelligence Center (NMIC). The address of this facility is **4303 Suitland Road, Suitland Maryland 20746**. This facility has approximately 7,202 square feet. It houses approximately 40 children and care staff.

The Suitland House is a stand-along building of approximately 6,392 square feet of space. The address of this building is **4510 Silver Hill Road Suitland, Maryland 20746**. It houses approximately 35 Bureau of the Census office workers. Built in 1938, the Suitland House is designated as an historic building. Its mechanical equipment and support systems are a mix of old and new technologies. Since it is classified as an historic structure, the Suitland House cannot be altered without prior approval.

Building Information, Special Conditions:

This facility is defined as a Class A space. The level of quality for all services shall be consistent with a Class A space. The Contractor's employees shall present a neat, clean, well groomed appearance. The following are some of the unique features of the Census Headquarters Building which require special consideration in the Custodial Janitorial Services. These features are also noted in other sections of this specification, but are noted here as well for emphasis.

1. **LEED CERTIFICATION:** This building was designed to meet a LEED SILVER designation for Construction, and must be operated to maintain this certification.
2. **GREEN ROOFS:** The building has 5 green roofs each located on various levels throughout the building.
3. **WATERLESS URINALS:** All the Men's rooms in the building are equipped with waterless urinals. These urinals are to be serviced and maintained as per manufacturer's recommendations.
4. **MAXIMO Service Call System:** GSA will provide access and software, and the contractor will use the MAXIMO software program for tracking service calls and preventative maintenance in **all the buildings** under this contract. The Contractor is responsible to provide all hardware necessary to, and compatible with, the use of the MAXIMO system.

The following are some of the unique features of the Suitland Child Care Facility which require special consideration in the Custodial Janitorial Services.

1. **DAYCARE FLOORING:** The Suitland Child Development Center has a unique, rubberized flooring on the both the interior and exterior of the building. It shall be maintained as per manufacturer's specifications.

The following are some of the unique features of the Suitland House which require special consideration in the Custodial Janitorial Services.

1. **HISTORIC BUILDING:** The Suitland House has been designated as an Historic Structure. The building must be maintained to preserve this designation.

2. OCCUPANT WORK HOURS:**Occupant Work Hours:**

Census Headquarters Building: 7:00 AM to 5:00 PM, 5 days a week, Monday through Friday excluding holidays.

Suitland Child Development Center: 6:00 AM to 8:00 PM Monday through Friday excluding Holidays.

Guard Booth #7: 7:00 AM to 6:00 PM, 5 days a week, Monday through Friday, excluding holidays.

Suitland House – 7:00 AM to 5:30 PM, 5 days a week, Monday through Friday, excluding holidays.

B. SERVICES ORDERING AND PRICES

B. SERVICES, ORDERING AND PRICES

B.1 DESCRIPTION OF SERVICES:

1. DESCRIPTION OF SERVICES: The Contractor shall be fully responsible for providing and accomplishing the required services as outlined in the performance solicitation. The Contractor is responsible for building management, administrative and technical support for the Custodial and Janitorial services, reimbursable Custodial/Janitorial Services upon request including needed cleaning services, and miscellaneous work associated with the building custodial management.

2. Offeror shall print off FIVE (5) copies of the following worksheet (next page) and use them to quote prices for the Base 1-year period. Offeror must provide prices for ALL items.

3. PERIOD OF ACCEPTANCE OF OFFERS FOR THIS SOLICITATION IS 270 DAYS FROM THE DATE SPECIFIED FOR RECEIPT OF PROPOSALS. The offeror shall hold the prices in its proposal firm for 270 days from the date specified for receipt of proposals.

BID/OFFEROR FOR BASIC SERVICES
ONE (1)-YEAR BASE PERIOD

QUOTE PRICES PER MONTH FOR EACH OF THE FOLLOWING SERVICES FOR THE ONE (1) YEAR BASE PERIOD.

ALL RATES SHALL INCLUDE LABOR, G&A, AND PROFIT.

- (A.1) CUSTODIAL/JANITORIAL SERVICES FOR THE CENSUS HEADQUARTERS NORTH BUILDING & GATE #7:

\$_____/MO X 12 MONTHS = \$_____

- (A.2) CUSTODIAL/JANITORIAL SERVICES FOR THE CENSUS HEADQUARTERS SOUTH BUILDING & GATE #7:

\$_____/MO X 12 MONTHS = \$_____

- (A.3) CUSTODIAL/JANITORIAL SERVICES FOR THE SUITLAND CHILD DEVELOPMENT CENTER:

\$_____/MO X 12 MONTHS = \$_____

- (A.4) CUSTODIAL/JANITORIAL SERVICES FOR THE SUITLAND HOUSE

\$_____/MO X 12 MONTHS = \$_____

TOTAL AWARD FOR THE – ONE (1) YEAR PERIOD:

(Sum of A.1 thru A.4 above) \$_____

QUOTE PRICES FOR REIMBURSABLE SERVICES FOR 12 – MONTH BASE PERIOD

Note: *The estimated quantities stated on the bid/offer sheets are furnished for information purposes only and are not to be construed as guarantees or commitments to order reimbursable services. All rates shall include all labor, g&a, and profit. The Government may place a minimum of \$1,000 in annual orders in annual orders for reimbursable services.*

- (B.1) REIMBURSABLE MISCELLANEOUS CUSTODIAL WORK during occupant work hours

\$_____/hr. x 125 hrs. = \$_____

- (B.2) REIMBURSABLE MISCELLANEOUS CUSTODIAL WORK at other than occupant work hours

\$_____/hr. x 125 hrs. = \$_____

TOTAL REIMBURSABLE AMOUNT FOR THE ONE (1) YEAR BASE PERIOD:

(Sum of B.1 thru B.2 above for evaluation) \$ _____

TOTAL EVALUATED AMOUNT FOR THE ONE (1) YEAR BASE PERIOD:

(Sum of A.1 thru B.2 above for evaluation) \$ _____

Remittance Address

When the contractor wishes payments to be mailed to an address other than shown in block 17a of the Standard Form 1449, Solicitation/Order for Commercial Items, the contractor shall insert the proper remittance address in the space provided below:

Continuation of blocks 19, 20, 21, 22, 23 and 24 (Schedule of Services):

The contractor shall be fully responsible for providing and accomplishing the required services as outlined in the performance solicitation. The contractor is responsible for administration and technical support for the Custodial and Janitorial Services and miscellaneous work associated with building facilities custodial.

C.1 DEFINITIONS

C.1.0 GENERAL PROGRAM

C.1.0.0 Above Standard Services

Above Standard Services are services not covered in the monthly price of the contract unless specifically specified. Contractor prices include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

C.1.0.1 Acceptance

The term constitutes acknowledgment that the supplies or services required in the contract conform to applicable contract quality and quantity requirements.

C.1.0.2 Approval

'Approval' means the Government has reviewed the submittals, deliverables, or administrative documents [e.g., insurance certificates, Material Safety Data Sheets (MSDS), etc.], and has determined that the documents conform to contract requirements. Government approval shall not relieve the Contractor of responsibility for complying with Federal, State, and local laws and regulations.

C.1.0.3 Building

A reference to 'facility' and 'site' is interchangeable with 'building.' A man-made structure or edifice which services are performed within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

C.1.0.4 Cleanable Square Feet

This is calculated by taking the Gross Square Feet minus walls (approx. 1.5% of gross square feet) minus non-cleanable areas such as electrical closets, closets, mechanical rooms, storage rooms, raised floor computer rooms, etc.

C.1.0.5 Contracting Officer (CO)

The CO has the responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take action on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized Government representatives.

C.1.0.6 Contracting Officer's Representative (COR)

The COR shall be appointed by letter from the CO. The CO uses CORs as the primary Government representatives for the administration of the contract. CORs shall have proper training and experience in inspecting contracts, but do not have the authority to modify the contract.

C.1.0.7 Contractor

Reference to 'Contractor' throughout the SOW even for those references to subcontracted type tasks shall mean the responsibility of the contract service provider.

C.1.0.8 Custodial

A reference to 'custodial' is interchangeable with 'janitorial'. Custodial and related services can include cleaning, window washing, trash removal, recycling, landscaping, and maintaining a building or area.

C.1.0.9 Environmentally Sustainable

These are products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, product, chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Refer to Section C.17. 'Federal Requirements' for a list of environmentally sustainable attributes and certifying entities.

C.1.0.10 Federal Holidays

Federal holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When Federal Holidays fall on weekends, a weekday is typically designated as the holiday.

C.1.0.11 Federally Equipped Food Service

This is a facility in Federal Government space where the Government procures and maintains the inventory of food service storage, preparation, cooking and hot and cold holding equipment.

C.1.0.12 Guiding Principles for Sustainable Existing Buildings

A practice of using processes that is environmentally responsible and resource-efficient throughout a building's life-cycle. The goal is to minimize and offset consumption of energy, water, and other resources and to eliminate all waste and pollution from building operations and activities. The result is to reduce the environmental impact of the Federal Government, which will expand and complement the building design, economy, utility, durability, and comfort. See <http://en.wikipedia.org/wiki/Sustainability>

The common objective is to reduce the overall impact of the built environment on human health and the natural environment by:

- Improving energy efficiency and reductions in greenhouse gas emissions.
- Reducing water consumption intensity.
- Acquiring green products and services.
- Implementing pollution prevention measures, including reduction or elimination of the use of toxic and hazardous chemicals and materials.
- Implementing cost-effective waste prevention and recycling programs.
- Increasing diversion of solid/trash waste.

C.1.0.13 GSA Green Purchasing Program (GPP)

The GPP which includes the Green Purchasing Plan specifies requirements to promote the purchase of environmentally sustainable products and services.

C.1.0.14 Green Cleaning

Green Cleaning is a planned and organized approach to cleaning specifically designed to protect building occupant s' and workers' health, while at the same time reducing environmental impacts.

C.1.0.15 Key Sustainable Product (KSP) Standards

KSP are those categories of products that the Government's Contractor uses most frequently in the delivery of custodial and facilities related services. The KSP standards are the minimal attributes that the KSPs shall meet. Use of the KSP's in this contract are mandatory.

C.1.0.16 LEED-EB

Leadership in Energy and Environmental Design for Existing Buildings (LEED) provides building owners and operators with a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. Once a building has achieved LEED certification all future purchases and services must be evaluated and ensure compliance with LEED to maintain the certification.

C.1.0.17 Modification

Modification is a bilateral or unilateral change in the terms of a contract.

C.1.0.18 Ordering Official

Ordering Officials are appointed by letter from the CO. Ordering Officials shall be the Government's representative for the ordering of supplies and services.

C.1.0.19 Performance Based Service Contracting

This is a procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

C.1.0.20 Product Preference

Products that are identified as environmentally sustainable shall be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

C.1.0.21 Quality Assurance Surveillance Plan (QASP)

The QASP is the Government's surveillance method for monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW).

C.1.0.22 Quality Control Program (QCP)

The Quality Control Program is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor.

C.1.0.23 Sanitize

This is the process of removing dirt and certain bacteria so that the number of germs is reduced to a level that the spread of disease is unlikely.

C.1.0.24 Service Calls

Service calls are considered standard service requirements, such as nonrecurring requests for rearranging of furniture in a conference room, special events support, spills, replenishing restroom supplies, etc.

C.1.0.25 Standard Services

A standard service is defined as all services that are included in the monthly price or are defined in the contract document. Prices are to include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

C.1.0.26 Stewardship

This is the responsibility for managing, conducting or supervising the quality, state or condition of a commercial or institutional building.

C.2 OBJECTIVES AND SCOPE

This contract is for custodial and related services with a Performance-Based Statement of Work (PBSOW) for:

Census Headquarters North Building & Guard Gate #7 (MD0778AG)

Census Headquarters South Building & Guard Gate #7 (MD1822AG)

Suitland Child Development Center (MD0781AG)

Suitland House (MD0070AG)

As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards. The contract consists of two major functional areas: standard services and above standard services.

Custodial and related services provided by the Contractor are arranged and oversight is provided through one or more of the following entities: GSA's Regional Office, Service Centers, Field Offices, or Local Offices. These entities represent the Property Management organizations that have been adopted by GSA's regional leadership.

All references incorporated herein as Web sites (URL's) are current and may be subject to change by their web publisher. Web pages are provided to the Contractor for additional clarity. A change to any Web site specified in this contract does not change or alter the contract objectives identified herein.

Telework and Mobile Work

In some GSA Federal buildings the building occupants participate in recurring working arrangements where, during the week, and especially on Fridays and Mondays, the space may be vacant. In these areas it is possible that the space does not require routine cleaning and trash removal. In such instances, where possible, adjustments should be made to the contracts to reflect these arrangements.

C.2.0 The Contractor Shall

- Furnish all personnel, labor, equipment, materials, tools, supplies, supervision, management, training/certifications, and services, except as may be expressly set forth as Government furnished, and otherwise accomplish all actions necessary to or incident to, perform and provide the work efforts described in the contract.
- Ensure that their employees are properly trained, licensed and/or certified to operate necessary building systems or equipment for which licensed and/or certified personnel are required by Federal, State, or local laws; codes, or ordinances.
- Be responsible to make the management and operational decisions to meet the quality performance standards required under this contract.
- Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
- Implement an effective Quality Control Plan (QCP).
- Implement an effective service call system that results in prompt, professional, and courteous resolution of tenant concerns.
- Keep the CO or their designee informed of current status of the work being performed; provide work schedules and other pertinent information needed by the CO or their designee.
- Reduce the environmental impacts of work performed under this contract by using, to the maximum extent possible, environmentally sound practices, processes, and products.

-Provide training/certifications for their employees that stress stewardship in cleaning practices i.e., the use, disposal and recycling of cleaning chemicals; and dispensing equipment and packaging. Current information on stewardship, training, educational materials and other issues can be found in ASTM E1971-05 or at the ASTM web site. Information on these items is also available on the web site: Stewardship for the Cleaning of Commercial and Institutional Buildings (www.astm.org) and ISSA's web site (www.issa.com).

C.2.1 Cleaning Hours

The performance of the cleaning at building(s) shall take place between the hours of:

5:30 AM and 10:00 PM Monday through Friday excluding Federal Holidays

The Census Headquarters North & South Building's hours are 6:00 AM to 10:00 PM

The Suitland Child Development Center hours are 5:30 AM to 10:00 PM

The Suitland House Hours are (TBD)

The hours shall not be changed unless authorized by the CO or their designee. Restroom cleaning and floor care (i.e., mopping, spray buffing, stripping/sealing and carpet shampooing) shall be accomplished after the normal occupant work hours After 5:00 PM. All other cleaning shall be performed during the normal occupant work hours, which is considered day cleaning. The Government reserves the right during the basic term of the contract or any option period to require the Contractor's performance of night cleaning. Implementation of night cleaning shall be at no additional cost to the Government and there shall be no economic price adjustment to the contract. The determination to implement night cleaning is solely at the discretion of the Government and the Contractor shall be given at least seven (7) calendar days written notice prior to such implementation.

C.2.2 Building Information Data Sheet Estimates

The figures contained in the Building Information Data Sheet are estimates. It is the Contractor's responsibility to notify the CO or their designee if it is believed that the information provided is incorrect.

C.2.3 Support Services

The Contractor shall furnish the required cleaning materials and equipment for the support services. Should the Contractor fail to furnish these supplies upon request, the Government will purchase them and the Contractor shall be assessed all associated costs.

a. Daily: The Contractor will furnish the COR 16 **man-hours per day** to perform support services. **Hours not provided on one day cannot be made up on another day. The person(s) performing the support service duties will take instruction only from the GSA Buildings Manager or his designee during the 16 hours assigned to GSA.**

b. **The work shall include, but not limited to, the following activities:**

1. Service lobbies and high public use areas.
2. Service complaints and perform special cleaning required by building occupants vacating specific building areas; alterations performed at the building; special conferences; cleanup work made necessary by toilet floods and similar occurrences.
3. Assist in loading, unloading and distribution of office supplies.
4. Provide special trash pickups.
5. Provide additional cleaning and servicing requirement as identified by the COR.
6. Empty recycling containers located in designated centralized locations.

C.3 Green Cleaning

The Contractor is required to conduct custodial and related services in a manner as to utilize industry best practices and guiding principles to minimize the Government's Environmental Footprint. This requires annual reporting of non-bio-based, bio-based, sustainable, and green products and materials.

The policy of GSA is to bring most, but not all, of its owned buildings into conformity with the most current and Government-accepted version of LEED for Existing Buildings (LEED-EB) current rating system by the U.S. Green Building Council (www.usgbc.org). Only in those instances where GSA is pursuing LEED-EB certification will additional LEED-EB scope requirements be added to this specification as specified in Section H.8 'LEED-EB.'

C.4. Green Purchasing Plan

C.4.0 Sustainable Products

The Contractor shall use green cleaning products, processes and equipment, and shall demonstrate such capability by submitting a green cleaning plan, in accordance with Section C.18 'Contractor Submittals/Deliverables Chart', to the CO or their designee that describes methods, materials, and equipment used under the contract. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and workers health and reduce the impact on human health and the environment.

The Contractor shall use safe and environmentally friendly products as referenced throughout this specification. Green cleaning products and processes include, but are not limited to bio-based products, products containing recycled content, environmentally preferable products and services, and otherwise environmentally friendly products and services that minimize the use of energy, water, and other resources. Chemical concentrates that require dilutions are preferable compared to ready-to-use products and should be used whenever possible. Dilution control equipment should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals. Green cleaning products and processes shall be compliant with the Guiding Principles for Sustainable Existing Buildings. For categories of items that are EPA-designated (e.g. Comprehensive Procurement Guidelines [CPG]) and USDA designated in the BioPreferred Program visit (<http://www.biopreferred.gov/>), and all other factors (such as price, performance, and availability) being equal, the Contractor shall select the CPG item. For other purchases, unless the Contractor receives an exemption from the Contracting Officer, the Contractor shall select USDA designated products over products with other sustainable attributes. Products designated under Federal sustainable product programs – USDA BioPreferred, EPA CPG, EPA Design for the Environment, and Department of Energy's EnergyStar and FEMP - can be found on (<https://sftool.gov/green-products/5/cleaning-products>). Sustainable products designated under third-party programs include but are not limited to Green Seal™ and Environmental Choice. Examples of green cleaning products that are available with environmental designations are found in Section J, Exhibit 9 (this list is not all inclusive). For those categories of products not recognized by one of the aforementioned standard's, preference shall be given to products meeting the California Code of Regulations maximum allowable Volatile Organic Compounds (VOC) levels for the appropriate cleaning product category(California Air Resource Board/California Code of Regulations (CCR), Title 17 CCR Section 94509 – (Topic cited; Standards for consumer products at www.calregs.com).

The Contractor shall also follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials

(ASTM), Carpet and Rug Institute (CRI), and applicable standards of the Environmental Protection Agency (EPA).

C.4.1 Key Sustainable Product (KSP) Standards

Use of KSP standards is mandatory for all contracts and task orders. The KSP's in this section are also located at https://sftool.gov/green-products/0/building-finishes_cleaning-products. The Contractor shall specify the brand name and product that shall be used to meet each applicable KSP standard below. The Contractor shall provide the required data submittals (See Section J, Exhibit 9) to the CO or their designee prior to the start of each contract year. The CO's designee shall verify that the products submitted are compliant with these KSPs. The Contractor shall use standards listed in the Green Procurement Compilation for other products not listed below.

- **General Purpose Floor Cleaner**
Standard: Green Seal standard GS-37, EcoLogo standard UL 2759, or EPA Design for the Environment (DfE) designated.
- **Wastebasket Liners (24" x 33" or smaller)**
Standard: $\geq 30\%$ postconsumer recycled content and ≤ 8 microns thick.
- **Hand Soap**
Standard: Green Seal standard GS-41, EcoLogo standard UL 2784, or EPA Design for the Environment (DfE) designated; and USDA Certified BioPreferred.
- **Paper Towels**
Standard: $\geq 50\%$ post-consumer recycled content and 100% total recycled content.
- **Bathroom Tissue**
Standard: $\geq 25\%$ post-consumer recycled content and 100% total recycled content.

C.4.2 Exemptions

If cleaning products that meet the criteria above are (1) not available within a reasonable period of time; (2) fail to meet the performance standards set forth in the specification or fail to meet the reasonable performance standards of GSA; or (3) are available only at an unreasonable price, only then can the custodial Contractor use other types of products. In these cases the Contractor shall continue to use, to the extent possible, the safest and most environmentally friendly products. Exemptions can be granted to the Contractor only by the CO or their designee.

C.4.3 PBS Green Product Waiver Form

The FAR and GSA's Green Purchasing Plan (GPP) allow exemptions to the requirement based on availability, price and performance. In accordance to the GPP, if all avenues have been exhausted in finding a product meeting the bio-based requirements and performs adequately, you must document the performance failure(s) and lack of alternative products meeting the bio-based requirement. Approval in these type of situations must be obtained from your Regional Head of Contracting Activity (HCA) or their designee utilizing the PBS Green Product Waiver Form and include the form in the contract file.

C.4.4 Proof of Compliance

The Contractor must, at all times during the performance of this contract, maintain a cut sheet or other documentation of compliance with product purchasing activities as stated within this specification to include Section J, Exhibits 6,7, 9 and 10. The Contractor shall provide copies of such documentation to the CO or their designee upon request.

C.5 Standard Services

C.5.1 Interior Services

The Contractor shall provide interior standard services for the work items listed below.

C.5.1.0 Performance Standards

The Contractor through innovation, technology, or other means shall perform the work in this contract to meet the quality and performance standards in this Section. Evaluations of the Contractor's work shall be based on the standards in this Section and conducted in accordance with the Government's 'Quality Assurance Surveillance Plan (QASP).'

C.5.1.1 Floor Care

The Contractor shall provide a floor maintenance schedule to the CO or their designee in accordance with Section C.18 'Contractor Submittals/Deliverables Chart.'

-Bare Floors: Floors, base moldings, and grout shall be clean and free of debris including but not limited to dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

Wet mopping of bare floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.

Mops and cleaning rags shall be cleaned and sanitized before and after each day of use. Mops and cleaning rags used in restrooms (including diapering areas in restrooms and Child Care centers) shall not be used to clean any other areas.

-Asbestos Containing Building Material (ACBM) Floors: Cleaning of flooring that may contain asbestos material, such as Vinyl Asbestos Tile (VAT), shall comply with the methods prescribed in the National Institute of Building Sciences (NIBS) Guidance Manual, 'Asbestos Operations and Maintenance Work Practices.' The Contractor shall have a copy of the NIBS Guidance Manual. Upon request, the Government shall make available to the Contractor any asbestos sampling results.

-ADP/Data Center Floors: Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP)/Data Center spaces.

-Asphalt Floors: Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.

-Granite and Marble Floors: All applicable floor areas shall be maintained in accordance with industry standards, and the standard identified in the Contractor's 'Quality Control Plan.'

-Loading Dock Floors: Spill residues and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA) and/or State and local regulatory agency requirements. The floors shall be stripped and finished a minimum of yearly.

-Postal Floors: The quality standard for providing standard service is the same as that described in Section C.5.1.20 'Postal Space.'

-Stripping Floors: The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuffmarks, or wax build-up in corners or crevices. **UNDER NO CIRCUMSTANCES SHALL BURNISHING OR DRY STRIPPING METHODS BE USED ON ACBM FLOORING.**

NOTE: When operating floor scrubbing machinery, there shall be no evidence of water or streaks upon completion of work.

-Finishing Floors: Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The applied finished area shall have a uniform luster.

-Sealing Floors: Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.

-Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring. Wood flooring shall be maintained as per manufacturer's specifications.

Daycare Flooring: (Interior & Exterior) The unique flooring on the interior and exterior of the Child Development Center shall be maintained as per manufacturer's specifications.

C.5.1.2 Carpets and Rugs

-Extraction: Build-up, spills and crusted materials shall be removed along with spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets. The Contractor shall take measures to prevent the growth of mold. Moving of duplicating equipment, computer equipment, and similar types of electric and electronic equipment is to be coordinated with the CO or their designee and customer, as required, prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions. **The carpet shall be dry before customers occupy the building on the next business day.**

Most of the Carpeting in the Census Headquarters Building is on raised floor surfaces. The Contractor shall ensure use the least amount of water necessary to perform the carpet cleaning and shall prevent the incursion of liquids and moisture from migrating to under floor areas.

Carpet Cleaning at the Suitland Child Development Center shall be thoroughly shampooed quarterly as part of the basic contract price.

NOTE #1: The Contractor shall coordinate with the COR time frames for cleaning.

NOTE #2: Carpet shampooing in office type space, private areas, conference rooms, etc. is a reimbursable service and shall be accomplished at the request of the COR. Please reference Bid Sheet.

-Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted materials. **Spot cleaning shall be accomplished as necessary to maintain a clean appearance.**

-Vacuuming: Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize at a

minimum HEPA vacuum cleaners that meet the requirements of the Carpet and Rug Institute's 'Seal of Approval/ Green Label Vacuum' Program.'

C.5.1.3 Floor Mats and Runners

The Government shall furnish all mats and runners.

Mats and runners shall be laid out as specified by the CO or their designee at main entrances, main lobbies, and main and secondary corridors at all times, and must have finished edges. They shall be a minimum of 10 feet in length in the primary direction of travel. Replacement mats and runners shall be the same type as the original mats and runners. Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted materials. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the CO or their designee so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE A1264.2-2006 'Provision of Slip Resistance on Walking/Working Surfaces Guidelines.'

The use of larger mats and runners, where appropriate, as opposed to several smaller mats and runners, is preferred to eliminate overlapping and to reduce potential tripping hazards.

In the event of wet or inclement weather, the mats and runners used shall be placed at entrances and any other areas identified by the CO or their designee prior to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the Contractor when the CO or their designee determines that they are no longer required.

C.5.1.4 Restrooms, Shower Rooms and Locker Rooms

-Cleaning: All areas shall be cleaned using a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustations. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids and waste, and graffiti. Shower curtains shall be cleaned and free of mold and dirt. Once weekly the contractor shall pour (minimum of one (1) gallon) of water containing a minimum of 10% disinfectant solution down the floor drains in all restrooms, showers and locker room areas.

Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.

-Policing: ALL RESTROOMS SHALL BE POLICED AT A FREQUENCY TO PREVENT TRASH FROM ACCUMULATING. COMMODE SEATS AND SINKS SHALL BE WIPED DURING POLICING, AND COMODE SEATS LEFT UP, TO MAINTAIN A CLEAN APPEARANCE. A SUFFICIENT SUPPLY OF HAND SOAP, PAPER TOWELS, TOILET PAPER AND TOILET SEAT LINERS SHALL BE MAINTAINED AT ALL TIMES. TOILET PAPER SHALL BE A MINIMUM OF 2 PLY.

-Dispensers: The Government shall provide dispensers, including dispensers in tenant break rooms. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Dispenser construction and efficiency in addition to supplies used shall be consistent with the safe and environmentally friendly product requirements referenced throughout this specification. Hand soaps shall not contain antibacterial agents except where required by Federal, State, local requirements and health codes. Monies collected from tampon and sanitary napkin dispensers shall be retained by the Contractor who shall provide and replenish the product at their expense.

In the event, during the term of this contract or any options if exercised, the Government implements a change in the size or type of dispensers, the contractor shall be given 30 days written notice of the change. The contractor must provide the supplies for the replacement dispensers at no additional cost to the Government.

-Floors: The quality standard for providing standard service is the same as that described in Section C.5.1.1. 'Floor Care.'

-Receptacles: The Government shall provide receptacles. The Contractor shall empty, clean, and sanitize the sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR §1910.1030 (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html).

-Trash and Wastebaskets **-COMPOSTABLE MATERIAL- (Effective August 2014)**: To reduce the amount of material being disposed of in landfills, the Contractor will collect and store compostable material generated in restrooms (**paper towels**) separately from building trash. Wastebaskets in restrooms will be treated as compostable materials receptacles instead of trash receptacles. The custodial contractor will be responsible for taking these compostable materials to the loading dock (or other identified area(s) designated by the COR) and placing them in bins provided by the Government specifically for this purpose and that are separate from other trash storage. The Government's Trash Contractor will be responsible for removal of these items from the premises. The Contractor agrees to implement this practice at no additional charge to GSA. Note that the Contractor is not to compost material on-site, only to store the material separately from other trash.

In order to easily accomplish this, a recommended, but not required, practice would be for the vendor phase in the purchase of colored bags in which to store compostable material so that it can be clearly distinguished from trash, which can continue to be collected in clear bags; if done over time, there should be no increased cost to the Government. Having different colored collection bags would make it easier for the Custodial Contractor to store items in the correct place while awaiting trash pick-up. To purchase colored plastic bags, please refer to the Comprehensive Procurement Guideline (CPG).

In the future, the separation of compostable material from trash could expand from bathrooms (and cafeterias where applicable) to break rooms/kitchenettes where paper towels and food waste will be collected and stored separately from trash.

C.5.1.5 Fixtures

-Clean and Sanitize: All fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, etc.) shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.

Waterless Urinals: The Census Headquarters Building is equipped with Waterless Urinals in each of the Men's restrooms. The contractor shall clean and maintain them as per manufacturer's specifications.

-Drinking Fountains: All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance.

C.5.1.6 Surfaces

-Horizontal Surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations.

-Metal, Brass and Woodwork: Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soiled substances, encrustation, and streaks.

-Glass Cleaning: All glass, clear partitions, mirror surfaces, bookcases, and other shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots, grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

C.5.1.7 Walls

All wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning shall not cause discoloration.

Glass Bead Wood and sculptured walls: On the first floor of the Census Headquarters Building there is a sculptured, white wall running most of the length of the building. In Corridor and Lobby areas there are sections of "Glass Bead" walls and wood walls. All types of wall surfaces require special cleaning and should be cared for as per manufacturer's specifications.

C.5.1.8 High Cleaning

High Surfaces: Surfaces shall be cleaned and free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks. All wall surfaces to include window ledges in the lobby and corridor windows, suspended horizontal screens in the CWET Shop etc. This does not include the removal of vents, tiles, or fixtures.

C.5.1.9 Dusting

Surfaces shall be dust free with a preference to using a micro-fiber or damp cloth, or backpack vacuum fitted with the appropriate dusting tool.

C.5.1.10 Trash and Wastebaskets

All trash (including restrooms) shall be collected and removed to a location designated by the CO or their designee. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash and debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue. Sand shall be replenished in ash receptacles as needed to maintain the required depth.

Compostable Materials shall be collected and stored as per **Section C.5.1.4** where applicable.

The Contractor shall notify the CO or their designee of any item or material identified by the Environmental Protection Agency (EPA) and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste observed in the trash receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries as specified in 40 CFR § 260-273.

C.5.1.11 Recyclables

The Contractor shall provide all labor, and the means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the CO or their designee and as described in Section 10.2.0. 'Recycling.'

C.5.1.12 Elevators and Stairways

-Door Tracks: Tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.

-Exterior and Interior Car Surfaces: Surfaces shall be clean and free of finger marks, smudges, and spills. Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster.

-Exposed Surfaces, Treads, Risers and Landings: Stairways, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.

C.5.1.13 Plate Glass

All interior glass (to include glass over and in and vestibule doors, all plate glass around entrances, lobbies, wall, cubicle and vestibules) shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy.

C.5.1.14 Window Washing

Windows shall be clean and free of dirt, grime, streaks, smears, moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. Cleaning frequencies that are above standard shall be completed on a reimbursable basis to the Contractor. Cleaning of both sides of the windows shall be coordinated to maximize cost effective operations as directed by the CO or their designee. The Contractor shall comply with ANSI/IWCA I-14.1, and all Federal, State and local regulations. Windows at the Child Development Center shall be washed twice yearly as part of the basic contract price.

C.5.1.15 Blinds and Coverings (Not Including Drapes, Curtains and Unique Coverings)

Dusting of Blinds and Coverings: All blinds, coverings, cord tapes, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the CO or their designee for repair.

C.5.1.16 Washing of Blinds and Coverings:

Both sides of blinds and coverings shall be washed as requested by the occupying agency and coordinated with the COR. Washing frequencies that are above standard shall be completed on a reimbursable basis to the Contractor. Blind covering at the Suitland Child Development Center shall be cleaned twice annually as part of the basic contract service.

C.5.1.17 Policing Inside Areas

Areas: All areas throughout the building areas shall be free of papers, trash, and other discarded materials.

C.5.1.18 Interior and Atrium Plants (Government Plants) Reserved

C.5.1.19 Concessions and Kitchenettes

Cleaning: All public areas seating areas, snack bars, Kitchenette areas and vending machine areas shall be clean and sanitized, and free of spillages, food crumbs, spots, smudges, marks, and soil. Floors shall be maintained using the floor care standard requirements in this contract. Floors in serving and kitchen areas shall be cleaned only if open during the normal scheduled cleaning hours, except in Federally-equipped food service facilities. In Federally-equipped food service facilities the cleaning of kitchens and areas behind serving tables, and salad and soup bars is the responsibility of the Concessions Contractor.

- a. Kitchenette Refrigerators – On the last Friday of each month, after 5:00 PM, all the refrigerators in every kitchenette shall be cleaned out and sanitized. All remaining food, containers, condiments and any other item left in the refrigerators will be discarded

C.5.1.20 Postal Space

-Cleaning: Postal space areas include, but are not limited to, service and box lobbies, swing rooms, work rooms, restrooms, locker rooms, supply rooms, vestibules, and loading docks. All areas shall be cleaned in accordance to the standard service requirements

NOTE: The contractor shall not be responsible for cleaning the interior of the contamination room.

-Flooring: All postal floors shall be free of dirt, dust, debris, and other foreign matter. If stripping and refinishing is required, finish or wax shall be removed and reapplied in accordance with standard commercial practices. **UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING, OR DRY STRIPPING METHODS BE USED ON ACBM FLOORING.**

-Asphalt Floors: Floors containing asphalt material shall be free of dirt and foreign matter. Damp mopping shall be the only method of wet cleaning. There shall be no buildup of finish in corners or crevices. If asbestos flooring is present, the Contractor shall comply with the methods prescribed in the NIBS Guidance Manual.

-Asbestos Operations and Maintenance Work Practices: The Contractor shall have a copy of the NIBS Guidance Manual. If asphalt plank is present, it shall be maintained in accordance with the manufacturer's instructions.

C.5.1.21 Fitness Centers, Health Units and CWET Shop

-Cleaning: Areas such as the fitness centers, health units, and shall be cleaned in accordance to the standard service requirements. Please see Exhibit 4 for CWET Shop Cleaning Requirements.

-Surfaces: All metal (door frames, handles, and fixture) and glazed surfaces (including partitions), shall be sanitized and made free of smears, finger marks, and streaks.

C.5.1.22 Conference Center Classrooms and Training Rooms

Conference Centers and Training Rooms: Due to the high visibility and professional functions in these areas, the custodial services provided must be of the highest quality. These areas shall be completely free of removable dirt, dust, soil substances, stains or marks. The COR shall provide a list of these rooms and locations prior to contract pricing. The Contractor must be flexible to the changing, daily schedule of the Conference Center and Training Rooms and accompanying meeting areas, and adjust the scheduled cleaning to meet the varying schedules and meeting demands.

Child Care Class Rooms: Due to the presence of small children in these areas, the custodial services provided must be of the highest quality. These areas shall be completely free of removable dirt, dust, soil substances, stains or marks. The COR shall provide a list of these rooms and locations prior to contract pricing. The Contractor must be flexible to the changing, daily schedule of the Class Rooms and accompanying areas, and adjust the scheduled cleaning to meet the varying schedules and teaching demands.

C.5.1.23 Executive Space

Due to the high visibility and professional functions in these areas, the custodial services provided must be of the highest quality. These areas shall be completely free of removable dirt, dust, soil substances, stains or marks. Scheduling of executive space cleaning shall be on a schedule suited to the office occupant. Please see the following list of building spaces classified as executive space:

Executive Space:

8H148	8H144	8K102
8H147	8H142B	8K104
8H145	8H142A	8K105
8H143	8H142E	8K304
8H141	8H142F	8K401
8H139	8H140	8K402
8H137	8H138	8K403
8H135	8H136A	8K403A
8H127	8H136F	8K405
8H125	8H134	8K405A
8H123	8H132	8K407A
8H121	8H130B	8K407B
8H119	8H130A	8K407C
8H117	8H128A	8K413
8H115	8H128B	8K415
8H113	8H128	8K417
8H126	8H124A	8K419
8H124B	8H124D	
8H124C	8H122	
8H120	8H118B	
8H118A	8H116A	
8H116B	8H116C	
8H114	8H010	
8H010A	8H010B	
2J156		

C.5.1.24 Warehouse Space

-Surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers and keyboards shall not be disturbed.

High Cleaning: The quality standard for providing standard service is the same as that described for High Cleaning in the Standard Service Section in C.5.1.8.

Floors: The quality standard for providing standard service is the same as that described for Floor Care in the Standard Service Section in C.5.1.1.

C.5.2 Exterior Services

The Contractor shall provide exterior standard services for the work items listed below.

C.5.2.0 Performance Standards

The Contractor shall provide all resources, labor, tools, equipment, transportation, hauling away, disposal, training, supplies, materials, and oversight to ensure that quality and performance standards are successfully achieved.

C.5.2.1 Plate Glass

All exterior glass (to include spandrel glass, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy.

C.5.2.2 Window Washing

Both sides of the glass shall be clean and free of dirt, grime, streaks, smears, moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of interior glass shall be wiped free of drippings and other watermarks. Cleaning frequencies that are above standard shall be completed on a reimbursable basis to the Contractor. Cleaning of both sides of the windows shall be coordinated with the CO or their designee to maximize cost effective operations. Window washing shall be in accordance with ANSI/IWCA I-14.1 as well as all Federal, State and local regulations.

No counterweights shall be put on the roof for any reason. The use of counterweights could damage the roof membrane. No scaffolding or support structure of any type shall be attached, in any form, to the building surfaces. Access is limited to existing stanchions and tie-downs already installed on the roof for this purpose.

The Contractor shall submit to the CO or their designee a written Window Washing Safety Plan, as specified in the IWCA requirements and Section C.18 'Contractor Submittals/Deliverables Chart.'

C.5.2.3 Canopies

Cleaning: All canopies and anything affixed to or included in the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris.

NOTE: No nests, nesting birds or bird eggs shall be removed or disturbed from any surface or location without express, written permission of the COR for each instance. Failure to obtain the COR's written permission each time may result in a substantial fine levied upon the contractor by the US Fish and Wildlife Service.

<http://www.fws.gov/migratorybirds/RegulationsandPolicies.html>

C.5.2.4 Hard Surface Areas

All areas (sidewalks, brick areas, around light poles, hard surfaces, parking lots, surface parking, garages, dock areas, moats, platforms, driveways, ramps, lanes, etc.) shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. Spill residues and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements. All exterior areas surrounding the Child Development Center shall be cleaned prior to 7:00 AM.

C.5.2.5 Ash Receptacles and Trash Containers

Cleaning: All solid waste/trash shall be collected and removed to a location designated by the CO or their designee. Trash containers and ash receptacles shall be emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled materials. Sand in ash receptacles shall be replenished as necessary. Plastic liners for all trash containers shall not be torn, worn, or contain residue. The designated smoking areas for the Census Headquarters Building consist of 3 booths located outside Blue Core #3, outside Yellow Core #5 and then through the garage and outside Red Core #6.

C.5.2.6 Surfaces: (Smoking Booths, Gate #7 Guard Booth, Exterior Benches, etc.)

Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations. Spill residue and clean-up materials used shall be disposed of properly. Gate #7 Guard Booth shall be cleaned as per interior room cleaning requirements to include stripping and sealing of floor surfaces. The smoking booths shall have the tops and sides of the booth cleaned with no debris, leaves etc. left on the booths' roofs.

C.4.2.7 Parking Structures, Parking Lot(s), Paver Patios and Dock Areas, Exterior benches, Playground Equipment

Cleaning: Areas shall be cleaned and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

C.5.2.8 Graffiti Removal

Remove graffiti using normal cleaning methods (e.g., normal graffiti removal cleansers or solvents.) Graffiti that cannot be removed with such methods shall be reported to the CO or their designee.

C.5.2.9 Excrement Removal (Human, Bird and Animal)

Cleaning: All steps, stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control protocols. Knowledge of safety requirements in cleaning areas contaminated by bat, pigeon, or other avian pest excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with Occupational Safety and Health Administration (OSHA) standards and OSHA approved Federal, State, and local regulations.

NOTE: The Contractor shall fully train all his employees, designated to perform these services, using OSHA Standards. No nests, nesting birds or bird eggs shall be removed or disturbed from any surface or location without express, written permission of the COR for each instance. Failure to obtain the COR's written permission each time may result in a substantial fine levied upon the contractor by the US Fish and Wildlife Service.

<http://www.fws.gov/migratorybirds/RegulationsandPolicies.html>

C.5.2.10 Policing Outside Areas

-Policing: All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, platforms, driveways, ramps, lanes, etc., shall be cleared of gum, litter, debris, paper, trash, and other discarded materials. All ash receptacles shall be free of dust, ashes, odors, tar, streaks and tobacco residue. The Sidewalk connecting Census Headquarters Building and the Suitland Child Development Center is also included in this contract.

-Unimproved Grounds: All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.

-Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded materials.

C.5.3 Snow and Ice Removal (Reserved)

C.5.4 SPACE REDUCTIONS

A. In the event any space less than a total building become unoccupied, a reduction in the contract price will be calculated based on the cost per square foot as in Section B or the adjusted option year/follow-on price.

B. In the event a total building becomes unoccupied, a reduction in the contract price will be calculated based on the bid price in Section B or the adjusted option year/follow-on price.

C.5.5 SUSPENSION OF WORK

In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, or any total shutdown for other reasons, reductions in the contract price will be computed as follows:

1. The reduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by 21 days per month.
2. The reduction rate in dollars per day multiplied by the number of days services were not provided or required.

In the event services are provided for portions of days, appropriate adjustments will be made by the Contracting Officer to assure the contractor is compensated for services provided.

Note: Reductions will not be assessed for cleaning requirements on those days in which services are not required by the Government because the building(s) is closed due to unanticipated holidays, declared by the President, PROVIDED, that payment to employees for such holidays is required in accordance with the wage determination applicable to this contract.

C.5.6 UNSATISFACTORY PERFORMANCE/REDUCTION IN PAYMENT

Inadequate performance is just as undesirable as nonperformance and the cost of correcting inadequate performance in a particular area may equal or exceed the cost of the initial work. If the Contractor fails to provide satisfactory service, the COR may have the work accomplished by another contractor and deduct the cost from the Contractor's monthly payment.

C.5.7 Support Services

The Contractor shall furnish the required cleaning materials and equipment for support services. Should the Contractor fail to furnish these supplies upon request, the Government will purchase them and the Contractor shall be assessed all associated costs.

1. **DAILY:** The Contractor will furnish the COR **16 man-hours per day** to perform support services. The support service man-hours shall be furnished to a time and the location specified by the COR. Man-hours not provided one day cannot be made up the following day. The work shall include, but not limited to, the following activities:
 - a. Service Lobbies and high profile areas.

- b. Service complaints and perform special cleaning required by building occupants vacating specific building areas; alterations performed at the building; special conferences; clean-up work made necessary by toilet floods and similar occurrences.
- c. Assist in loading, unloading and distribution of office supplies.
- d. Provide special trash pick-ups.
- e. Provide additional cleaning and servicing requirements as identified by the COR.

C.6 Above Standard Services

The Contractor shall provide interior and exterior above standard services to fulfill the Government's intermittent need for work. These services are in addition to the services specified as a standard service.

The Contractor shall not divert workforce to accomplish above standard services.

Submit to the CO or their designee after contract award a commercial price list for above standard service listed item(s). The commercial price(s) shall include the duration that the price is valid, minimum quantities to be ordered and any other stipulations that may apply. Unless otherwise requested by the Ordering Official, commercial prices for these services should be given by the square foot for any work defined in terms of its floor space. Work items whose unit of quantity is listed as 'each' should be on a "per item" basis (per blind, per window, per tree, etc.). However, the Ordering Official may request that the Contractor provide the work line items on another basis, 'such as per job' translated as quantity times unit price.

The Government reserves the right to obtain supplies and services from other sources if prices are found not to be fair and reasonable, based on competitive fair market prices.

C.7 Service Calls

Contractor shall provide adequate staff to respond to service calls during building(s) operating hours (see Section J, 'Building Information Sheet') and during the Contractor's regular cleaning schedule. The Contractor shall detail in their Quality Control Plan (QCP) how they will monitor and respond to service calls.

Service calls shall be monitored and satisfactorily responded to in a timely manner. The Contractor shall include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the CO or their designee.

The costs of all service calls shall be reimbursed to the Contractor if the request is outside the building(s) operating hours and outside the Contractor's regular cleaning schedule.

The Contractor shall respond to all service call requests (custodial issues, moving, arranging and rearranging furniture within a conference room, special event support, etc.) using building specific service call procedures.

Service calls that the CO or their designee determines to be urgent (spilled water in traffic areas, lack of toilet supplies, etc.) shall be handled immediately.

C.8 Communication Plan

The Contractor shall prepare and provide to the CO or their designee a communication plan, detailing how the Contractor plans on using technology (two-way digital communication) to communicate with GSA to

receive and respond to service calls, emergencies, status of projects, etc. Communication devices shall be provided for a minimum of Supervisors and Utility personnel. The plan shall be submitted as part of the bid package for the Government's review and approval.

C.9 Protection and Damage

The Contractor shall make reasonable efforts to assist the Government to prevent hazardous conditions and property damage. To the extent that relevant conditions or activities are noted but are not associated with the Contractor's scope, the Contractor shall promptly report such conditions or activities to the CO or their designee, or to security personnel.

The Contractor shall protect the Government's property, buildings, materials, equipment, supplies, records and data that are within the Contractor's control against unauthorized access, loss or damage.

The Contractor shall establish a system for on-site work force personnel to report potentially hazardous conditions in the building to the CO or their designee or other designated Government representatives, regardless of whether the condition is within the Contractor's responsibility.

The Contractor and Contractor's employees and subcontractors shall comply with the General Services Administration, Rules and Regulations Governing Public Buildings and Grounds (as posted in the building), and shall promptly report violations by employees, or as otherwise observed, to the CO or their designee, or security personnel.

C.10 Solid Waste/Trash/Recycling Management

A solid waste/trash reduction and recycling management program, which is part of providing standard services, includes identifying and properly segregating all recyclable materials, composting materials, and Universal Wastes.

The Contractor shall not collect hazardous materials unless specifically contracted to recycle them. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, batteries (nickel-cadmium and small, sealed lead acid batteries in electronic equipment, mobile phones, portable computers, and emergency lighting). In addition, electronic equipment such as computers and printers shall not be discarded in the trash containers. The Contractor shall notify the CO or their designee of any prohibited or unauthorized items observed in the trash receptacles.

C.10.1.0 Solid Waste/Trash Audits

A solid waste/trash stream audit is necessary for all buildings. The Contractor shall verify with the CO or their designee to confirm whether the building has been audited. Buildings that have been audited do not require re-auditing. A waste stream audit at the building is required to determine the profile (amount and composition) of the solid waste/trash stream; identify efficient methods for the collection, storage, and transfer of wastes for disposal recycling, and composting; determine the right service level for solid waste/trash collection and removal to minimize waste shipments; and obtain a more accurate picture of GSA's solid waste/trash generation levels in order to comply with Executive Order 13514 solid waste/trash diversion provisions.

C.10.1.1 Extent of Work

At the beginning of a base year contract, the Contractor shall perform a solid waste/trash audit of the building(s). The Contractor shall submit the audit findings to the CO or their designee and Solid

Waste/Trash Program Manager for review. Based on the findings, the Contractor shall partner with the Government to set up a solid waste/trash management program that is cost effective and will maximize the amount of waste diverted to recyclers and away from the landfills and incinerators. Contractor will develop a written report and analysis of the conclusions drawn from this audit, including recommendations for improving the economy and efficiency of waste collection, storage, transfer, and disposal (including recycling and composting). Refer to Section J, Exhibit 11, 'PBS Waste Audits.' The audit shall be completed and a Report provided to GSA within 60 calendar days of completion of the audit, unless additional time is authorized by the CO or their designee.

The Government may at its discretion perform solid waste/trash audits and share results with the Contractor. Based on these reports, the Contractor shall partner with the Government to implement best practices solid waste/trash audit recommendations.

C.10.1.2 Solid Waste/Trash Removal and Disposal

All solid waste/trash collected as a requirement of this contract shall be moved to designated locations on the loading dock or other designated holding areas for removal from the premises.

The Contractor shall provide a sufficient number of waste removal containers to transport waste to the designated holding area. The CO or their designee shall approve all container styles, types, and storage locations prior to placement. The Contractor shall be responsible for the delivery, maintenance, repair, cleanliness, labeling, and removal of containers and equipment throughout the contract period. The containers must be kept free of holes, and odors and their use must not damage floors or other building surfaces. All Contractor-supplied equipment and materials shall remain the property of the Contractor during and subsequent to the contract period. A minimum of **4 containers** shall be made available for delivery to locations for customer use. The contractor is responsible to deliver containers upon request and collect and dump filled containers.

Any overflow of materials from containers and the Government supplied dumpsters shall be picked up from the ground and floor area used to collect and consolidate the materials.

C.10.1.3 Trash Removal

A separate Government contracted trash removal company shall haul all solid waste/trash and non-recyclable trash from the premises to an approved solid waste/trash disposal facility. Waste to Energy is preferred to land filling. The custodial Contractor shall collect and transport all solid waste/ trash and debris to designated locations on the loading dock or other designated holding areas for removal from the premises. Holding areas for solid waste/trash accumulation will be identified by the CO or their designee. All such materials shall be emptied into the appropriate containers with no overflow of these materials in the area around the container. The overflow of materials from containers and dumpsters shall be picked up by the custodial Contractor from the ground and floor area of the waste removal equipment. The custodial Contractor shall immediately report to the CO or their designee pest infestations and any spillage of hydraulic fluids and oil at the collection site. Areas for solid waste/trash disposal will be identified by the CO or their designee. If trash compactors are used at the building, the custodial Contractor shall operate the compactor. The Government CO or their designee shall coordinate with the trash removal Contractor to provide training to appropriate custodial Contractor personnel in the safe and proper operation of the compactor.

C.10.2.0 Recycling

The intent of the Government is to keep the maximum amount of materials from the landfills through

aggressive recycling. To the extent practicable, both the Government and Contractor shall pursue Government and Contractor revenue sharing opportunities.

C.10.2.1 Extent of Work

The Contractor shall remove all hydraulic fluid and/or oil spillage caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Sorbent use for cleanup shall contain post consumer recycle content minimum as required. The minimum depends on the type of sorbent used: see the EPA/CGP website for details. Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory requirements.

Unless specifically contracted to recycle items or material identified by the EPA and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, the Contractor shall not collect these items. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries. Electronic equipment, such as computers shall not be discarded in the recycle bins. The Contractor shall notify the CO or their designee of any prohibited or unauthorized items observed in the trash or recycling receptacles.

The Government shall contract with a recycling company to remove recyclables from premises. To the extent practicable, the Government shall pursue Government and Contractor revenue sharing opportunities. The Government shall be responsible for all fees, if any, associated with recycling.

Require the custodial Contractor to:

Remove all recyclable materials to a storage area designated by the CO or their designee. Recyclable materials may be found in:

- ☐ Central recycling bins and containers (located in common areas such as hallways, break rooms, conference rooms, snack bars, cafeteria and/or restrooms, outside areas, etc.)

-Place recycled materials in containers, dumpsters, or compactors provided by recycler. The Contractor shall monitor containers, dumpsters, and compactors to prevent littering in the holding area. No trash shall accumulate in the holding area.

-Bale corrugated materials, if a baler is available.

-Ensure that all custodial staff involved in the recycling program shall fully understand the recycling procedures and requirements.

C.10.2.2 Recyclable Materials Disposition

The Government shall ensure that all recyclable materials are recycled and not placed in landfills and incinerators. The CO or their designee may direct the Contractor to participate in joint efforts with State, city, and local governments regarding recycling.

C.10.2.3 Recyclables

- Collection and Pickups: The Contractor shall ensure that recyclables are collected and placed in the designated holding areas on a schedule that will maximize the quantity of material removed from the

premises as scheduled. Additional collections of recyclable material may be required on an irregular basis and will be coordinated with the CO or their designee.

C.10.2.4 Recycling Containers

-Central Collection Containers: The Government shall provide the collection containers.

- Central Collection Containers: Container(s) shall be placed in the areas designated by the CO or their designee, where trash is collected. Government approved container(s) shall be placed on each floor to receive the collection of recyclable materials. Full containers with recyclables are to be transported by the Contractor to the dock or designated area for pickup by the recycling Contractor.

-Recycling Collection Containers: The Contractor shall provide the necessary Government approved collection containers/bins and other equipment for use throughout the building for the collection of recyclable material. These are the mobile type containers/bins and other equipment that the Contractor shall use to collect recyclables from central recycling containers. These containers shall be in sufficient quantities for the collection of recyclable material prior to removal to the designated holding area.

-Storage Containers: The Government shall provide the necessary storage containers and other equipment, such as compactors, dumpsters, etc., for use in designated holding areas. Containers shall be in sufficient quantities for the collection and storage of the recyclable material in the holding area prior to removal from the premises by the recycling Contractor.

NOTE: GSA STANDARD TYPE AND NUMBERS OF CONTAINERS PROVIDED FOR CENTRAL LOCATIONS ONLY. THE TENANT AGENCY IS RESPONSIBLE FOR ANY ADDITIONAL COST BEYOND THE STANDARD TYPE AND AMOUNT.

-Containers and Equipment Responsibility: The Contractor shall be responsible for the removal of recyclables from the collection containers and moving them to the holding area throughout the contract period. The containers, excluding those used to collect paper, shall be labeled, lined and free of residue and any plastic liners shall not be torn, worn or contain residue. Containers shall be kept free from holes, vermin, or foreign matter that might cause injury or stain clothing or furniture, and the containers must not emit unpleasant odors. If any container emits an unpleasant odor, as identified by the CO or their designee, it shall be immediately corrected by the Contractor at their expense. Recyclable material shall not be handled, stored or transported in any manner that causes safety or health hazards.

All Government supplied equipment and material shall remain the property of the Government. The Contractor shall be accountable for all recycling equipment and containers belonging to the Recycling Contractor and shall use them only for the intended purpose.

C.10.2.5 Restriction on Use

Recyclable paper collected and transported under this contract shall be used or sold as recyclable paper only; i.e., for processing at a pulp mill to be made into new paper products. The Contractor shall not use, allow access to, or offer for resale any papers, documents, or file record materials for the information contained therein.

Burn Bags – The tenant agency is responsible for the management, transport, storage and disposal of Agency Burn Bags. These Burn Bags shall not be handled in any way by the contractor.

C.10.2.6 Recycling Records and Reports

Reporting requirements are defined in Section C.11 'Environmental Reporting.'

C.11 Environmental-Reporting

The Contractor shall provide all necessary information required in this Section to comply with environmental and green purchasing reporting requirements, and agency sustainability goals in this specification. The Contractor shall submit to the CO or their designee the following reports.

C.11.0 Recycling and Waste Reports

-Monthly Recycling Report: The Contractor shall submit a monthly Recycling Report (See Section J, Exhibit 8) listing the types, weights, and costs or revenues. Include in the report single stream recycling, commingled recycling, and composting. Reports shall be submitted by the 10th of each month and upon request by the CO or their designee.

-Waste Hauling Reports: The Contractor shall submit a monthly Waste Hauling Report (See Section J, Exhibit 8) showing the weight of trash hauled and the associated trash hauling costs. The report shall be submitted by the 10th of each month and upon request by the CO or their designee.

C.11.1 Report Calculations

The recycling and waste hauling reports above shall contain sufficient data to calculate waste diversion and waste removal costs. When actual weights are not known, the Contractor shall use EPA's Standard Volume-to-Weight Conversion Factors. Deductions shall be made and reported for volumes that are not filled to capacity (i.e., half full, 3/4 full, etc.) and conversions adjusted accordingly.

C.11.2 Green Purchase Reports

The Contractor shall submit information on green purchasing practices specific to the performance of this contract. Records showing the monthly cost of green cleaning products and materials purchased shall be provided by the contractors to facilitate reporting in compliance with the Resource Conservation and Recovery Act (RCRA), USDA, and EO 13514. Reportable information, guidance and formats are provided in Section J, Exhibits 6 and 7 for the following:

-Bio-based: The Contractor shall provide a list of USDA-designated bio-based products purchased October 1-September 30, during the previous fiscal year. Information will include the types and dollars spent on these products. The Contractor shall submit the report in accordance with Federal Acquisition Regulation (FAR) Clause 52.223-2 no later than October 31st of each year during contract performance and at the end of contract performance. The reports shall be submitted to the <https://www.sam.gov/> website.

-Non bio-based: The Contractor shall submit a report of all non-bio-based products to include: Green Seal, DFE, CPG, and Environmental Choice (low VOC, Non-Ozone Depleting), as well as non-green (Hazardous/Toxic) products to the CO or their designee no later than October 31 of each year during contract performance and at the end of contract performance. Report shall include the cost of cleaning products and materials purchased under this contract. The reports shall be submitted to the CO or their designee.

C.11.3 Integrated Pest Management Report (Reserved)

C.12 CHILD CARE CENTER

The Contractor through innovation, technology, or other means shall perform the Child Care Center services using the prescriptive based standards and frequencies delineated in the scope. Where Child Care specific standards and frequencies do not exist the Contractor shall first use the performance based

standards in this contract. If no standards exist in this contract, the Contractor shall use industry standards to meet the requirements in this contract.

The Contractor shall furnish all personnel, labor, equipment, materials, tools, supplies, supervision, management, and services necessary to perform and provide the cleaning efforts. The cleaning effort shall include, but not limited to: restroom fixtures, faucets, sinks, counters, vents, shelving, partitions, mirrors, waste receptacles, wall surfaces, toilets, soap/paper towel dispensers, doorknobs, cabinet handles, toilet seats, toilet basins, toilet handles, waste and soiled diaper receptacles, vertical and horizontal surfaces, countertops, tabletops, doors, cabinet handles, carpets, mats, area rugs, walls, windows, view panels, mirrors, entrance and exits, classroom cleaning, kitchens, wall fixtures, ceilings, horizontal surfaces, built in furniture, lofts, floors, mats, sinks, drinking fountains, trash removal, high cleaning, glazing, partitions, outdoor, playgrounds, playground equipment and rubber/hard surfaces, window treatments and furniture. These items in this scope shall be cleaned to the standards detailed in this scope.

The Contractor shall maintain a clean, sanitary, safe, and healthy physical environment for children and teachers. Children and their families have a right to expect their stay in a GSA Child Care Center to be as safe, clean, and comfortable as possible. High standards of cleanliness are particularly important. Since children will touch any surface they can reach (including floors), all surfaces in a Child Care Center may be contaminated and can spread infectious agents. Therefore, a frequent and responsive cleaning service is essential to ensure all surfaces are properly cleaned and disinfected.

The highest level of sanitation is usually required in the following areas, but not limited to:

- Child Care areas: classrooms
- Bathrooms
- Diaper changing areas
- Kitchens and classroom food preparation areas

All surfaces contaminated by bodily fluids: saliva, mucus, vomit, urine, stool, or blood must be cleaned and sanitized immediately in accordance with service call requirements.

With the exception of policing and trash removal, cleaning of the Child Care Center shall be done when there are no children present in the immediate area of cleaning.

C.12.0 Products

The Contractor shall properly train their staff in regard to different cleaning methods and products to satisfactorily clean and disinfect the variety of surfaces found within a Child Care Center. The use of products should follow appropriate environmental considerations, as it relates to the health, hygiene, and safety of staff, children and the public.

The Contractor shall clean surfaces prior to disinfecting, unless using a cleaner-disinfectant capable of performing both functions simultaneously. Industrial products that meet the Environmental Protection Agency's (EPA) standards for hospital grade germicides (solutions that kill germs) may be used for disinfecting. Use of EPA approved green products for general cleaning are preferred where appropriate. Regarding floor care, the Contractor shall refer to the manufacturers recommended cleaning products.

All chemicals, products, equipment and materials used by the contractor shall be securely locked away when not in immediate use. The health and safety of the children is paramount and any chance of exposure must be controlled at all times.

C.12.1 Standards

The Contractor employees that clean Child Care Centers are subject to Federal, State, and local laws governing health-screening and security background check requirements. All required health certifications shall be provided to the CO or their designee prior to starting work in the Child Care Center, including the evidence of being tested for tuberculosis.

All Child Care Centers in the GSA controlled space must achieve accreditation from the 'National Association for the Education of Young Children (NAEYC).' Part of this accreditation process includes meeting NAEYC Cleaning Standards and is incorporated within this specification. Successfully achieving accreditation from the NAEYC requires both the Child Care provider and the cleaning Contractor sharing the responsibility. The Child Care Center staff is responsible for cleaning the toys, children's furniture including tables and chairs, high chairs, potty chairs, phones, computers, cribs, and kitchen appliances after use and interiors, as well as classroom activity and meals clean up.

C.12.2 Guidance

NAEYC Definitions

- Cleaning:** Physically removing all dirt and contamination, oftentimes using soap and water. The friction of cleaning removes most germs and exposes any remaining germs to the effects of a sanitizer or disinfectant used later.
- Disinfecting:** Destroying or inactivating most germs on any inanimate object, but not bacterial spores.

Look for the EPA registration number on the product label, which will describe the product as a cleaner or disinfectant. Use the least toxic product for the particular job and use according to manufacturer's instructions.

C.12.3 Safety

The Contractor is responsible to ensure that cleaning and maintenance equipment, and supplies are well secured from the children. Report to the CO or their designee any potential hazards that could conceivably cause injury to a child.

C.12.4 Cleaning Requirements

The following areas have been assigned a minimum cleaning frequency to establish a required base level of cleaning. However, cleaning in these areas may require more attention than the minimums listed to achieve desired results.

The Contractor is responsible for the following tasks:

TWICE DAILY

Remove and seal plastic bags from soiled diaper receptacles to designated area.

DAILY

-General

Clean and disinfect all surfaces touched by hands, such as light switches, door knobs, and handles.

-Entrance, Outdoor Play Area, and Drinking Fountains (Cleaned prior to 7:00 AM)

- A. Entrances: Police and clean all entrance and exit areas, including entrance doors.
- B. Police playground area in the morning before playground activity begins: Remove trash, check for any hazards in general area, along the fence and equipment; remove any foreign substances or spillages.
- C. Clean and disinfect all drinking fountains.

D. The rubberized ground surfaces shall be cleaned as per manufacturer's specifications.

-Restrooms and Diapering Areas

- A. Clean and disinfect all restroom fixtures, faucets, sinks, countertops, vents, shelving, partitions, mirrors, wall surfaces, toilets, soap/paper towel dispensers, doorknobs, cabinet handles, toilet seats, toilet basins, toilet handles, and other touchable surfaces.
- B. Clean and disinfect diaper changing table horizontal and vertical surfaces.
- C. Empty trash and other waste material. Trash shall be collected and disposed of at a location designated by the CO or their designee. Empty, clean and disinfect waste and diaper receptacles. All waste generated at the Suitland Child Development Center, including the kitchen area, shall be collected and removed from the building twice daily. The first trash removal shall be done between the hours of 9:00 AM to 10:00 AM, and the second between the hours of 1:30 PM to 2:30 PM. All plastic bags from soiled diapers shall be doubled sealed prior to transport from receptacle to the designated disposal area.
- D. Replenish paper towel, soap, and toilet paper. All dispensers shall be filled with Contractor provided supplies; soap must be compatible with the provided dispenser.
- C. Mops and cleaning rags must be cleaned and sanitized before and after use. Mops and cleaning rags used in restrooms and diapering areas shall not be used to clean any other areas.

-Child Care Areas, Classrooms, Multi-purpose Areas and Food Areas (Thorough Cleaning Between 7:00 PM and 10:00 PM)

- A. Empty trash, clean and disinfect waste receptacles. Trash shall be collected and disposed of at a location designated by the CO or their designee.
- B. Clean and disinfect all vertical and horizontal surfaces including countertops and tabletops.
- C. Clean and disinfect all sinks and faucets.
- D. Clean and disinfect all door and cabinet handles.
- E. All carpets, mats, and area rugs shall be thoroughly vacuumed and spot cleaned. Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet & Rug Institute Green Label/Green Label Plus Testing Program, <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm>.
- F. Spot clean walls, windows, vent covers, view panels, and mirrors.

-Kitchen and Food Prep Areas within the Classroom and the Separate Kitchen area

- A. Empty trash, clean and disinfect trash receptacles. Trash shall be collected and disposed of at a location designated by the CO or their designee.
- B. Clean and disinfect all countertops and horizontal surfaces, ***using a solution safe for food contact.***
- C. Clean and disinfect all sinks and faucets.
- D. Clean and disinfect all vertical surfaces and door and cabinet handles.
- E. Clean and disinfect fronts of all appliances.

-Floors

Clean and disinfect all floors, including food preparation and pantry, bathrooms, classrooms, and under mats. First sweep or vacuum, then damp mop with a floor cleaner-disinfectant. (Best practice: consider micro-fiber damp mop.)

WEEKLY

Damp wipe and vacuum lofts.

Cubbies – Remove the contents of all cubbies, wipe down all surfaces and replace cubbie contents taking care to return all items to the correct cubbie. All vertical and horizontal surfaces shall be cleaned and sanitized.

MONTHLY

- A. Clean carpets and rugs where non-walking children play. Use cleaning methods approved by the local Child Care licensing.
- B. Damp wipe both sides of glass doors, view windows, partitions, bookcases, and any other glass or Plexiglas.

QUARTERLY

- A. Clean carpets and area rugs in other classrooms, multipurpose areas, with a carpet cleaning method approved by local Child Care licensing. Excluded are small throw rugs which are the responsibility of the Child Care center staff and can be cleaned in a washing machine.
- B. Clean by dusting, damp wiping, or vacuuming surfaces and objects. This includes but is not limited to the wall and ceiling area adjacent to ventilating and air conditioning outlets, tops of partition, wall fans, pictures, ceiling diffusers, file/book cases, etc.
- C. Playground Equipment All playground equipment surfaces, platforms, flooring, resilient flooring surfaces, and structures associated with the playground equipment shall be cleaned using a pressure washer or other industry standards for the surface that is being cleaned. Standards will be met when all surfaces are power cleaned, free of dirt, mold, gum, spillages, droppings and all other foreign substances. The Contractor shall contain water used in the cleaning to minimize the run-off into drains and sewers.

SEMI-ANNUALLY

- A. Upholstered furniture shall be deep cleaned using accepted commercial equivalent practices or manufacturer's recommendation.
- B. Free standing appliances (ranges, refrigerators, etc.) shall be pulled out and areas behind the appliances, including floors, walls, and the back of the appliance shall be cleaned and all debris removed. Return appliances back to their original position after cleaning is complete.

ANNUALLY

Wall Washing (rooms, toilet areas, and kitchen): Clean with a cleaner- disinfectant all walls including surfaces and objects. This includes but is not limited to the wall and ceiling area adjacent to ventilating and air conditioning outlets, tops of partition, wall fans, pictures, ceiling diffusers, file/book cases, etc. Both interior and exterior sides of windows shall be washed and display a clean appearance, free of dirt, grime, streaks, tape substances, and excess moisture. Window sashes, blinds, sills, woodwork, and other surroundings of interior and exterior glass shall be free of drippings and other water marks. Windows that have window film shall be cleaned using manufacturer's specifications.

Employees cleaning the Suitland Child Development Center are subject to Federal, State and Local laws governing health and background screening. All employees must pass both prior to entering on duty at the center.

All efforts shall be made to protect the children. Due to the inquisitive nature of children, report to the COR and/or his/her designated representative any potential hazards that could conceivably cause injury to a child. Extra effort should be made to ensure that maintenance equipment, materials and supplies are well secured from the children at all times, including during use.

C.12.5 Quality Standards for Child Care

- A. **Entrance and Exit:** All entrance and exit areas (including fire exits) should be visibly clean and free of all trash, paper, and other discarded materials. There shall be no evidence of gum and other foreign substances and spillages. Entrance doors shall be clean of smudges, marks, and spots. Drinking fountains shall present a clean appearance with no build up and encrustation.
- B. **Room Cleaning:** Rooms shall be clean and when necessary the Contractor may be required to move furniture and furnishings. This shall be done with extreme care and furnishings shall be replaced to their original positions to make area ready for use.
- C. **Wall Fixtures:** Switches, sockets, or data points shall be clean and free of blood, bodily substances, dust, dirt, debris, cello tape, and spillages.
- D. **Walls:** All wall surfaces (including skirting) shall be clean and free of blood, body substances, dust, dirt, debris, adhesive tape, and spillages. Walls shall be free of streaks and spots. There shall be no signs of overlapping. There shall be no smudge spots where cleaning of the upper and lower halves of the wall overlap. Walls shall be uniformly clean. Frames on doors, windows, moldings, etc shall be clean.
- E. **Ceiling:** All ceiling surfaces shall be clean and free of dust, dirt, and debris.
- F. **Horizontal and Vertical Surfaces:** All horizontal surfaces shall be clean and free of dust, dirt, debris, and spillages.
- G. **Dusting:** There shall be no dust, streaks, oil, spots, and smudges on surfaces.
- H. **Built in Furniture and Lofts:** Damp wipe and vacuum surfaces to be clean and free of dust, dirt, and spillages.
- I. **Bare Floors:** All floors shall be clean and free of dust, dirt, debris, and spillages (refer to manufacturers' specifications for maintenance). The cleaning of linoleum flooring shall follow industry standards.
- J. **Carpet and Area rugs:** All carpets and area rugs shall be clean and free of dust, dirt, debris, and spillages. The Contractor shall protect all carpeting and place protective non-absorbent pads or foil between the cleaned carpet and the furnishings. Any damage resulting from Contractor's lack of carpet protection shall be corrected by the Contractor.
- K. **Mats:** All mats shall be clean and free of dust, dirt, debris, and spillages.
- L. **Sinks and mirrors:** All sinks and mirrors shall be clean and free of dust, dirt, debris, and smearing.
- M. **Toilets and Toilet closets:** All toilet areas shall be clean and sanitized, and free of dust, dirt, debris, and spillages.
- N. **Dispensers:** Dispensers shall be cleaned and adequately stocked.
- O. **Receptacles:** Empty, clean, and sanitize sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR §1910.1030.
- P. **Doors:** All parts of the door structure, including handles, frames and jambs shall be clean and free of blood, bodily substances, dust, dirt, debris, adhesive tape, and spillages.
- Q. **Glazing, including partitions:** All internal glazed surfaces shall be clean and sanitized and free of smears, grime, and tape substances.
- R. **Trash removal:** All trash shall be removed as scheduled and by the end of the day if not indicated. All trash (including trash in restrooms) shall be collected and removed to a location designated by the CO or their designee. Trash containers shall be emptied and kept clean and odor-free, free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash, debris and recycling containers shall not be torn, worn, or contain residue. Please refer to the trash and recycling portion of these specifications.
- S. **High Cleaning surfaces:** Surfaces shall be cleaned and free of dust and cobwebs. This does not include the removal of vents, tiles, or fixtures to accomplish high cleaning. Where glass is present, both sides shall be clean and free of streaks (interior of building only).
- T. **Outdoor and Playgrounds- External areas -** The complete external areas including playground areas shall be clean and free of trash, paper, and other discarded materials. There shall be no evidence of gum and other foreign substances on the hard surfaces. Any hazardous conditions or items in need of repair should be identified and a written notice immediately given to the CO or their designee.

- U. **Outdoor Equipment (rubber and hard) and concrete and asphalt Surfaces:** These surfaces shall be clean and free of gum, other foreign substances, spillages, and droppings. Pressure washing shall be accomplished when necessary. The Contractor shall ensure that run-off into drains and sewers are minimized. Industry standards apply when cleaning playgrounds that contain rubber and resilient surfaces. Ground surfaces shall be cleaned as per manufacturer's specifications.
- V. **Window Treatments (blinds, shades, curtains):** Window treatments shall be clean and free of dust, dirt, debris, and spillages. All sides of blinds, cord tapes, and valances are to be clean and free of dust.
- W. **Window Washing:** Windows shall be clean and free of dirt, grime, streaks, tape substances, and excessive moisture. Window sashes, sills, woodwork, and other surroundings of interior glass shall be free of drippings and other watermarks. Windows that have window film shall be cleaned using the manufacturer's instructions for window washing.
- X. **Furniture:** All furniture shall be free of dust, dirt, spillages, and spots.

C.13 Quality Control Plan (QCP)

The Contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the requirements of the contract are met. The QCP is a written document that specifies a system for determining whether or not cleaning service requirements are being met and identifying and correcting deficiencies in the quality of service before the level of performance becomes unacceptable. The QCP also identifies opportunities where the Contractor can make improvements in how services are provided.

The QCP is a living document and may be subject to change depending on the needs of the contract. When the contract is revised, the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO or their designee for acceptance. See Section C.18 "Contractor Submittals/Deliverables Chart" to find the time frame to submit the QCP.

The QCP shall include, at a minimum, the following:

- How the Contractor will control quality and quantity of supplies and services.
- Define the roles and responsibilities of the Contractor's operating personnel.
- How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and Section C.3 'Green Cleaning' of this contract will be accomplished.
- An inspection plan or checklist tailored to the specific building(s) being cleaned under this contract. The inspection plan or checklist shall detail how services shall be inspected to ensure the work accomplished meets all the quality standards set forth in the contract and shall include, but not limited to:
 - Date of inspection performed
 - Location of inspection
 - Description of findings
 - Description of action(s) taken (if necessary)
 - Signature and date of completion
- A written training program to ensure that the Contractor's employees are capable of successfully accomplishing all work task(s) under this contract.
- A Strike Contingency Plan for separation of employees and employee absences.
- How deficiencies will be monitored in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
- How Contractor shall measure and document performance against the scope of work.

- Service calls and how they shall be monitored and responded to in a timely manner as required in Section C.7 'Service Calls' in the specification.
- A Communication Plan for the Contractor to communicate with GSA to receive and respond to service calls and customer complaints, as required in Section C.8 'Communication Plan' in the specification.
- Contractor incentives.
- How the Contractor will utilize the Government's approved tenant survey results to improve the delivery of custodial and related services.

C.14 Cleaning Schedules

The cleaning schedule is considered the Contractor's efficient approach to the work, and shall not limit the Contractor to specific levels of staffing, means or methods. Changes necessary for achieving the contract performance work statement requirements shall be the responsibility of the Contractor. Cleaning schedules and any revisions are to be submitted to the CO or their designee.

The Contractor's cleaning schedule shall, at a minimum, include the following frequency:

- General time frames of areas being cleaned
- Daily cleaning
- Periodic cleaning
- Weekly cleaning
- Monthly cleaning
- Other frequencies

C.15 Communication Requirements

- Tenant Meetings: The Contractor shall attend a tenant meeting during the contract period upon request of the COR.. The meetings will be on the agenda to communicate program specific information, improvements, or work that will impact the tenants.
- Quality Control Meetings: The Contractor shall attend monthly meetings, which will be held between the Contractor and the CO or their designee. The purpose of these meetings will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. The frequency of these meetings may be increased or decreased depending upon performance as determined by the CO or their designee.
- Partnering Meetings: The Contractor shall attend at least one partnering session with GSA after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either GSA or the Contractor. The concept of "partnering" is working together towards a common interest or goal. Both parties will re-visit the idea of having a partnering session on the anniversary date of the contract. Each partnering session will be held at a mutually agreed upon time and location.
- Joint Service Inspections: The Contractor shall accommodate all requests by the Government to participate in the Contractor's inspection of work performed by Contractor personnel. Scheduling of these joint inspections shall be coordinated through the CO or their designee. These inspections shall be used with other measures of performance in discussions on Contractor performance during the Quality Control Meetings.



The QCP shall be submitted by the Contractor to the CO or their designee for review and acceptance. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. Refer to Section H of the solicitation, in regard to proper security clearance requirements.

C.16 Federal Requirements

The Contractor shall comply with all applicable governance documents, including, but not limited to Federal, State and local laws, regulations, and codes: including any supplements or revisions as specified in the table below. The Contractor is responsible for obtaining access to all referenced documents at their own expense. The Contractor shall obtain all applicable licenses, training, and permits. If a change in law and/or regulation requires the Contractor to implement an action that will result in an increase or decrease in contract price, the Contractor shall implement the required action and within 30 calendar days submit to the CO a price proposal for such change. If the CO determines an equitable adjustment is substantiated, a modification to the contract shall be issued.

<u>PUBLICATION</u>	<u>TITLE</u>	<u>PORTION</u>
EPACT 05	Title I Energy Efficiency Title IX Research and Development http://www1.eere.energy.gov/femp/regulations/epact2005.html	All Applicable Sections of these Titles
EISA 07	Title III Energy Savings Through Improved Standards for Appliances and Lighting. Title IV Energy Saving and Buildings Industry. Title V Energy Savings in Government and Public Institutions. Federal Energy Management Program: Energy Independence & Security Act	All Applicable Sections of these Titles
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management and all implementing guidance documents. http://edocket.access.gpo.gov/2007/pdf/07-374.pdf	ALL

<u>PUBLICATION</u>	<u>TITLE</u>	<u>PORTION</u>
Executive Order 13514	Federal Leadership in Environmental, Energy, and Economic Performance http://edocket.access.gpo.gov/2009/pdf/E9-24518.pdf	ALL
FAR	Federal Acquisition Regulation	All Applicable Sections and Clauses
FAR Clause 52.223-2	https://www.acquisition.gov/far/current/html/52_223_226.html	Clauses 1 and 2
29 CFR §1910	OSHA General Industry Standards (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html),	ALL
40 CFR	Protection of the Environment http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=cb067c6143d1efa48ac4d1222120a7b6&c=ecfr&tpl=/ecfrbrowse/Title40/40tab_02.tpl	All Applicable Sections of Chapter 1
41 CFR § 102-74, Subpart C. - FMR	Facility Management http://www.access.gpo.gov/nara/cfr/waisidx_06/41cfr102-74_06.html	ALL
ANSI-IWCA.I-14.1	http://webstore.ansi.org/FindStandards.aspx?SearchString=ansi&SearchOption=1&PageNum=0&source=google&adgroup=ansi&keyword=ANSI%2F&qclid=CJnM65rrqQCFUNM5QodRnhXyw	ALL
ANSI/ASEE A-1264.2-2006	www.ANSI.org	ALL
ANSI Z245.1	Mobile Refuse Collection and Compactor Equipment Safety Requirements http://webstore.ansi.org/ansidocstore/product.asp?sku=ANSI+Z245.1-2007	ALL
ASTME 1971-05	http://www.astm.org/Standards/E1971.htm	ALL
GSA Green Purchase Plan	http://insite.gsa.gov/portal/content/520186	ALL
Guiding Principles for Sustainable Existing Buildings	http://www.wbdg.org/references/fhpsb_existing.php	Section 3-5

<u>PUBLICATION</u>	<u>TITLE</u>	<u>PORTION</u>
Bio-based Products Certification and Purchase Clauses	http://www.dm.usda.gov/procurement/programs/biobased/biobaseditems.htm	ALL
Comprehensive Procurement Guidelines (CPG)	http://www.epa.gov/cpg/about.htm	ALL
Green Seal Certification	http://www.greenseal.org/	ALL
Design for the Environment labeling	http://www.epa.gov/dfe/	ALL
Green Products Compilation Database	http://sftool.gov/GreenProcurement/	ALL
Property Managers Child Care Desk Guide	http://pbsportal.pbs.gsa.gov:7777/portal/page?_pageid=739,357643&_dad=portal&_schema=PORTAL	ALL
LEED- EB credits	https://www.usgbc.org/ShowFile.aspx?DocumentID=3617	ALL
Presidential Memorandum, June 20, 2014 entitled: "Creating a Federal Strategy to Promote the Health of Honey Bees and Other Pollinators."	http://www.whitehouse.gov/the-press-office/2014/06/20/presidential-memorandum-creating-federal-strategy-promote-health-honey-b	ALL
PBS P 5800.36A	GSA Property Management Business Practice Handbook http://insite.gsa.gov/portal/content/522198	ALL

With the exception of the mandatory products specified in Section C.4.1, 'Key Sustainable Product (KSP) Standards' the Contractor shall give preference to environmentally sustainable supplies and products. For the purpose of this specification, environmentally sustainable shall include, but not limited to:

- EPA's Environmentally Preferable Purchasing List.

- Recycle content composition as specified in Section J or the Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs),, whichever has the greater recycle content.

- Concentrated and ready-to-use cleaning chemicals (spray bottles must be labeled with the contents) that use ecologically sound packaging and are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, and non-aerosol; contain no carcinogens, mutagens or teratogens; contain no ozone-depleting substances; and are bio-based and fully biodegradable. Such products shall have lower toxicity, and reduced potential for skin, eye, and respiratory irritation than comparable products used for the same purpose and shall contain no unnecessary dyes or fragrances.

- 3rd party certification such as Green Seal Certified and/or 'Design for the Environment' label.
- United States Department of Agriculture (USDA) bio-based designation.
- Floor finishes and floor maintenance products that are free of metals, such as zinc, arsenic, lead, cadmium, cobalt, chromium, mercury, nickel or selenium.

The Contractor shall furnish to the CO or their designee all Safety Data Sheets (SDS); see Section C.18 'Contractor Submittals/Deliverables Chart', for any materials used in the performance of this contract. All new products used during the life of the contract must have SDS provided to the CO or their designee prior to bringing and/or using these products on site. The Contractor shall use only commercially available products that meet Federal, State and local codes. These requirements shall include those identified in Executive Order 13423.

The Contractor shall maintain the SDS in a location accessible to all employees (in accordance with 29 CFR §1910.1200) and shall advise the CO or their designee of its location. The SDS shall be available for inspection by the CO or their designee on request. The Contractor shall take every precaution to ensure that environmentally sustainable products are used. Information can be obtained from Federal, State, and local agencies concerning safe chemical cleaning materials. An inventory list of products to be used under this contract shall be provided to the CO or their designee. This list shall be updated, with a copy provided to the CO or their designee, throughout the term of the contract. The CO or their designee shall contact the Contractor immediately if any item is deemed inappropriate for use under this contract.

C.17 CONTRACTOR SUBMITTALS/DELIVERABLES CHART

ITEM	SUBMIT DATE	RECEIVED	
		YES	NO
Section C			
Green Cleaning Plan	Base Year and any Option Period(s) if Exercised		
Cleaning Schedules -Floor Maintenance -Window Cleaning -Blind Dusting -Work Plan	Base Year and any Option Period(s) if Exercised		
Child Care Health Certification and TB Tests	Base Year and any Option Period(s) if Exercised		
Quality Control Plan	Base Year and any Option Period(s) if Exercised		
Safety Data Sheets (SDS) with Inventory List of Products	Base Year and any Option Period(s) if Exercised		
Hazardous Materials Inventory	Base Year and any Option Period(s) if Exercised		
Inventory List of Products (non-hazardous)	Base Year and any Option Period(s) if Exercised		
Communication Plan	Base Year and any Option Period(s) if Exercised		
List of Environmentally Sustainable Products and Equipment	Base Year and any Option Period(s) if Exercised		

Window Washing Safety Plan	Base Year and any Option Period(s) if Exercised		
Solid Waste/Trash Audit Report	Base Year and any Option Period(s) if Exercised		
Solid Waste/Trash Monthly Report	Monthly and As Required		
Recycling Monthly Report	Monthly and As Required		
Green Purchase Reports -Bio-based as Required by USDA (see Exhibit 6) -Non Bio-based (see Exhibit 7)	Annually by 31 October Annually by 31 October		
Recycle Content Certification	Contract completion		
Section H			
List of On-Site Supervisors/Representatives with Phone Numbers	Base Year and each Option Year or as necessary		
Strike Contingency Plan	Base Year and any Option Period(s) if Exercised		
Security Clearances/Forms & Child Care Security Forms	Base Year and each option year or with any new employee within 15 days prior to the start of work		
Written Notice of Designation of Contractor's Representative	Base Year and any Option Period(s) if Exercised		
Contractor Pandemic Plan	Base Year and any Option Period(s) if Exercised		
Recycled Content Product Certification	Prior to Nov. 1 of each year		
Green Cleaning Training	Base Year and any Option Period(s) if Exercised		
Request for Sensitive But Unclassified (SBU) information (Section H.10.8)	As required by the CO		
Asbestos Training Certification	Base Year and any Option Period(s) if Exercised		
Exposure Control Program	Base Year and any Option Period(s) if Exercised		
Asbestos Awareness Certification	Base Year and any Option Period(s) if Exercised		

D. PACKAGING AND MARKING

E. INSPECTION AND ACCEPTANCE

F. DELIVERIES OR PERFORMANCE

G. CONTRACT ADMINISTRATION DATA

H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR RESPONSIBILITIES

H.1.0 Supervisors (To include Working Supervisor or Team Lead)

A Supervisor, Working Supervisor or Team Lead shall be available when the contract work is in progress to receive notices, reports, or requests from the CO or their designee. The Contractor shall furnish the CO or their designee with a list of telephone numbers for all authorized representatives in the event of an emergency or any necessary required services 7 days per week.

H.1.1 Communication

The Contractor is responsible for complying with the agreed upon Communication Plan required in Section C.8 of the specification. The Contractor shall provide key operational personnel (managers or supervisors and Utility Personnel) with portable electronic means to communicate with GSA (and PBS National Contact Center) for service calls, emergencies, status updates of projects, etc. It is the Contractor's responsibility to ensure that any communication devices provided work effectively in the building. . Delayed receipt due to missed calls or use of communication devices not compatible with the building's system, design or routers is not acceptable.

Electronic receiving and transmitting methods may include the following:

- A text-messaging device used to send and receive messages. The Contractor is responsible for all costs associated with the electronic messaging device. Some examples are two-way pager (Nextel), cell phone with text messaging, BlackBerry, etc.
- The use of Fax receiving and sending equipment is acceptable only as secondary communication method for locations that have problems with no or poor quality wireless device signal strength. Delayed receipt due to combined usage of voice and fax on the same line is not acceptable.

H.1.2 Training

The Contractor shall provide employees with training to broaden their technical skills, improve customer service, and to promote personal development. Training provided shall embrace the concepts of providing and maintaining quality cleaning that is safe, healthy, and sustainable, www.issa.com as well as other cleaning groups offers their members educational materials on these items.

H.1.3 Uniforms

All employees shall wear distinctive, uniform clothing for ready identification. Uniforms shall be neat, clean, in good repair, and have a badge or monogram with the Contractor's name on it no later than ten (10) working days from the date an employee first enters on duty. The Government will restrict access if employees are improperly attired.

H.1.4 Exposure Control Program

-Personal Protective Equipment (PPE)

The Contractor shall provide all employees with proper PPE when required by Federal, State and local laws and regulations.

-Blood Borne Pathogens

The Contractor shall provide appropriate training to their employees and all necessary equipment and services required to perform clean-up of blood borne pathogens and fully comply with the requirements of the Blood Borne Pathogen Standard listed in 29 CFR §1910.1030.

H.1.5 Key Control

The Contractor shall follow the building's key control program. Keys issued to the Contractor, the Contractor's personnel, or subcontractors shall be signed for and not transferred to other personnel unless recorded in the key control log. The Contractor is financially liable for the cost of rekeying if keys are lost or not recovered from employees or subcontractors.

H.1.6 Qualifications of Personnel

Qualifications of Supervisory Employees

Supervisory contract employees shall have a minimum of 3 years of experience with managing and related services in building(s) of similar size and complexity. The Contractor shall provide employee resumes to the CO or his designee for approval. At the discretion of the CO or their designee formal training may be substituted for experience. The on-site supervisor is required to be fully conversant in English. **NOTE: Both new and replacement supervisors and lead personnel must have approved resumes on file before starting work.**

Qualifications of Contractor Personnel

The Contractor shall provide appropriate training to their employees. The personnel employed by the Contractor shall be capable employees, who are trained and qualified in one or more related type service requirements.

The building(s) shall be fully staffed, beginning the first day of work under the contract, unless authorized by the CO or their designee. The Contractor's employees shall be familiar with the operation of the building(s) fire alarm system. In the event of a fire, the Contractor shall leave the building and not enter until authorized by Fire officials. The Contractor's staff shall also be familiar with the building's Occupant Emergency Plan, which includes the Shelter in Place program. Further information on the program shall be provided by the CO or their designee.

H.1.7 Miscellaneous Requirements

The Custodial Contractor shall:

- Ensure that the Contractor's employees participate in building fire and civil defense drills.
- Ensure that fires, hazardous conditions, and items in need of repair (e.g., inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc.), are reported to the CO or their designee.
- Ensure if applicable, rooms are locked after cleaning and that keys are returned to the designated office.
- Ensure that lost and found articles and keys found by the Contractor's employees are returned to the COR.
- Ensure that the Contractor employees notify the security officer on duty when unauthorized or suspicious person(s) are seen on premises, and notify the COR of any observed hazardous materials or Universal Waste materials are found in trash or recycling receptacles.
- Ensure that the Contractor's employees adhere to GSA's 'No Smoking Policy'.
- Ensure lights and faucets shall only be used in areas where and when the work is actually being performed.
- Ensure the workers will not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.

H.2 Strike Contingency Plan (SCP)

The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his employees. The Strike Contingency Plan (SCP) shall be submitted to the CO as referenced in Section C.18. At a minimum, the SCP shall include the following information:

- Support Personnel: The SCP shall describe in detail how the Contractor shall staff the building to provide the services defined in this specification in the event of strikes by his employees. The Contractor shall keep HSPD-12 requirements and time frames in mind when preparing this plan.
- Training and Certifications: The SCP shall describe in detail how the Contractor shall provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including the sub-contractor's employees) shall meet the experience and certification requirements defined in this contract.

H.3 Occupant Emergency Plan (OEP)

The Government's Occupant Emergency Plan (OEP) is used by the CO or their designee during building emergencies. Designated Contractor personnel, including the on-site supervisor(s), shall be thoroughly familiar with the Government's OEP. All Contractor employees shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The Contractor shall participate in fire and other emergency drills. The Contractor shall be required to perform the services required by the contract and as identified by the CO or their designee to the extent allowed during all emergency situations including but not limited to: fires, accidents and rescue operations; the Contractor's personnel strikes; other service contractors on strike; civil disturbances; natural and man-made disasters, and utility service outages.

H.4 Contractor Pandemic Plan

The Government as required by the 'National Strategy for Pandemic Influenza Preparedness' has prepared a plan that safeguards its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines steps to prevent and reduce the spread and mitigate the potential effects of an influenza pandemic on custodial and related services. Given the unpredictable length and severity of a pandemic, the Contractor's plan shall link their planned actions to the periods and phases established the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see

<http://www.who.int/csr/resources/publications/influenza/whocdscsredc991.pdf>. The Contractor shall submit the plan to the CO or their designee within thirty (30) calendar days of the start of the contract. See components of Pandemic Planning at

<http://www.ed.gov/admins/lead/safety/emergencyplan/pandemic/planning-guide/basic.pdf>

H.5 Conservation

Conservation is a planned and organized approach designed to conserve non-renewable sources. The Contractor shall ensure that work under this contract is performed in a manner that conserves energy, water, and other Government resources. The Contractor shall take the necessary steps through training, communication and implementing appropriate procedures in their use of natural resource consuming equipment and processes. This will preserve resources and support GSA's sustainability goals.

The Contractor shall ensure that their employees support the Government's efforts to comply with Section 102 of the Energy Policy Act of 2005 (EPAAct), the Energy Independence and Security Act of 2007, Executive Order (EO) 13154, and EO 13423 which requires the Government to reduce Agency energy use.

The Contractor shall employ practices that reduce dependency on non-renewable sources of energy. The Contractor's personnel shall turn off lights in unoccupied areas where possible once the area is cleaned. The Contractor shall close window blinds when practical, especially in the summer time, over long weekends, and during extended closures of the building.

The Contractor shall use their equipment in an efficient manner by turning it off when not in use. When replacing existing equipment, the Contractor shall strive to acquire replacement equipment in the top 25% of efficiency as per the Energy Star guidelines. The Contractor shall never turn off or unplug Government equipment in the space they are cleaning without prior written approval by the CO or their designee.

The Contractor shall employ products, equipment and practices that eliminate wasteful use of water. Examples of green cleaning equipment are as follows:

- Vacuum cleaners certified by the Carpet and Rug Institute "Green Label" Testing Program for vacuum cleaners and that operate with a sound level of less than 70dBA
- Carpet extraction equipment used for restorative deep cleaning certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, equipped with vacuums, guards and/or other devices for capturing fine particulates and that operates with a sound level of less than 70dBA
- Propane-powered floor equipment with high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size and that operate with a sound level of less than 90dBA
- Automated scrubbing machines equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids; alternatively, scrubbing machines that use only tap water with no added cleaning products
- Battery-powered equipment utilizing environmentally preferable gel batteries

H.6 Affirmative Procurement Program (APP)

As a Federal procuring agency, the GSA is required by the Resource Conservation and Recovery Act (RCRA), Section 6002 and Executive Order (EO) 13423 Strengthening Federal Environmental, Energy, and Transportation Management to procure and use products containing post-consumer content (recycled material); environmentally preferable; and bio-based products. RCRA Section 6002 and Letter 92-4 requires Federal agencies to develop and implement their own Affirmative Procurement Program to facilitate the procurement of these products.

Green Purchases

In addition to those regulatory requirements specified in Section C of the specification, the following considerations and sources shall be used by the Contractor.

This includes:

- Compliance with appropriate clauses and subparts of FAR 7, 11, 12, 13, and 23.
- Cleaning chemicals, tools, equipment, supplies, or materials that shall be selected with consideration to minimizing the impact on both human health and safety as well as reducing other potential environmental impacts.
- Cleaning processes, work practices, and procedures shall minimize exposures to workers and building occupants and contribute to the promotion of environmental stewardship.
- GSA offers a variety of environmental products to its Federal customers to assist in their efforts to comply with procurement responsibilities outlined in Federal environmental laws and regulations.

Information is available at the GSA Federal Acquisition Service (FAS) Environmental homepage at <http://gsa.gov/enviro>.

-Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program's website: <http://yosemite1.epa.gov/oppt/epstand2.nsf>.

Recycle Content Certification

In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, purchased for the performance of work with this contract, the Contractor shall provide the required certification and estimate to the CO or their designee at contract completion.

Recycle Content Product Purchase Annual Reporting

The Contractor shall provide an interim annual report, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content. The Contractor shall provide the report to the CO or their designee in compliance with the Contractor's schedule.

Green Cleaning Training

The Contractor shall provide training to their employees that stress proper *stewardship* in green cleaning practices. The Contractor shall submit written certification to the CO or their designee within five (5) days of completion of the training. Information on stewardship, training, and other issues can be found in ASTM E1971-05, Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings www.astm.org/. The focus of this training is to address appropriate cleaning activities and processes to maximize eco-efficiency and to minimize adverse impacts on the building occupants, cleaning personnel, the building structure itself, and the environment. Adherence to the principles set forth in this guide can lead to greater tenant and occupant satisfaction, reduced operational costs, and greater productivity (for occupants and cleaning personnel).

Custodial Training Requirements

Custodial workers must receive basic training relative to cleaning chemicals and potential hazards to avoid injury and illness. All workers shall receive training on a regular basis so that all of the required training topics are covered at least annually. The training will cover, at a minimum, the following topics:

- Regulatory compliance standards-OSHA, EPA, and other local, state, and federal rules and regulations.
- The use and requirements of Material Safety Data Sheets (MSDS) and compliance with the Green Seal, Environmental Choice and Design for the Environment standards.
- The proper use of cleaning chemicals and concentrates, including information regarding the hazards of use, disposal and recycling of cleaning chemicals, dispensing equipment and packaging. Strategies to maximize eco-efficiency, and minimize adverse impacts on the building occupants, cleaning personnel, the building structure itself and the environment.
- Cleaning strategies that address the specific procedures and cleaning needs of the particular building that the custodial worker is assigned to.

Training logs shall be maintained to document each training occurrence and the workers in attendance.

H.7 Asbestos Awareness Training

The Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training appropriate to their level of activity and OSHA class of work, in accordance with 40 CFR § 763 http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr763_06.html and 29 CFR §1910. The

Contractor shall follow all instructions for each asbestos class job as outlined in 29 CFR §1910. The training shall be provided by the Contractor for their employees, at no additional expense to the Government, within sixty (60) calendar days of the employees commencement of employment on this contract. The Contractor shall submit written certification to the CO or their designee within five (5) days of the completion of the training.

H.8 LEED-EB

This building shall seek Leadership in Energy and Environmental Design (LEED) certification, which requires more stringent guidelines and record keeping. Criteria for specific LEED existing buildings (EB) credits will be provided by the LEED-EB Project Manager or designee. More information on LEED-EB is found at www.usgbc.org.

LEED for Existing Buildings: Operations & Maintenance

The Leadership in Energy and Environmental Design (LEED) for Existing Buildings: Operations & Maintenance (LEED EBOM) rating system provides building owners and operators a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions.

Performance Period LEED-EB

For LEED EBOM, the "Performance Period" is the continuous, unbroken time during which sustainable operations performance is being measured. The performance period must be a minimum of three (3) months for all prerequisites and credits except for Energy and Atmosphere Prerequisite 2 and Credit 1, which have longer minimum durations of one year. The performance period for all LEED credits must end within no more than seven (7) days from one another.

Product Preference

Products that are identified as "environmentally preferable" and bio-based will be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance and availability.

H.8.1 LEED REPORTING AND REQUIREMENTS

The Contractor shall provide LEED EBOM reports as required. When specific reporting formats are required, the Government shall provide templates that must be used for the reports. To facilitate the efficiency of the reporting process, the Government has developed an online reporting tool that can be used by the Contractor. Where reporting format templates and tools are not provided, the Contractor may report the required information in a format of their choosing, but the information must be sufficient enough to meet the LEED-EBOM rating system's submittal requirements. ***Note that the building may not pursue all of these credits.***

Reporting Frequency and Detail:

Powered Equipment Requirements

LEED EBOM credit: EQc3.4

Prior to Performance Period, complete Powered Cleaning Equipment Inventory and the Powered Equipment Scheduled Maintenance Log. At the end of the Performance Period, complete the Powered Cleaning Unscheduled Maintenance Log and update the Powered Cleaning Equipment Inventory to reflect new purchases during the Performance Period.

Powered Equipment Regularly Scheduled Maintenance

LEED EBOM credit: EQc3.4 (interior)

Completed once prior to the start of the Performance Period and once at the completion of the Performance Period, to account for the maintenance requirements of any equipment added during the Performance Period.

Powered Cleaning Equipment Inventory

LEED EBOM credit: EQc3.4 (interior)

Inventory completed prior to the start of the Performance Period and updated, as needed, at the end of the Performance Period, covering all new purchases during the Performance Period.

Powered Cleaning Repair/Maintenance Log

LEED EBOM credit: EQc3.4

Reporting one time at the end of the Performance Period, covering all maintenance activity during the Performance Period.

Custodial Staffing Plan Worksheet

LEED EBOM credit: EQc3.1

Completed prior to start of Performance Period, updated as needed at completion of Performance Period.

Custodial Training Requirements Worksheet

LEED EBOM credit: EQc3.1

Completed prior to start of Performance Period, updated at completion of Performance Period, reporting on training activity during Performance Period.

Purchasing Information Cleaning Products and Materials

LEED EBOM credit: EQc3.3

Prior to start of the Performance Period, complete documentation of materials used at the GSA facility. At the end of the Performance Period, complete Cleaning Products and Materials Purchasing Tracker for the Performance Period and provide cut sheets for all products that meet sustainability criteria.

Green Cleaning – Purchasing Sustainable Products and Materials

LEED EBOM credit: EQc3.3

At the start of the Performance Period, prepare a list of all cleaning products and custodial materials used; determine which products purchased meet the sustainability criteria listed in the Cleaning Materials Purchasing Information Request Template. At the end of the Performance Period, complete the Cleaning Products and Materials Purchasing Tracker; for purchases that meet one or more LEED sustainability criteria, provide manufacturer data or cut sheets.

H.9 Provided By The Government (Not Identified Elsewhere in the Specification):

Electrical power at existing outlets shall be provided for the Contractor to operate equipment necessary in the performance of their work. Hot and cold water as necessary limited to the normal supply provided in the building. No special heating or cooling of the water shall be provided.

-Space in the building including locker rooms, if available. Any existing equipment in space authorized for use by the custodial Contractor such as lockers, tables, benches, chairs, etc., within

the building may be used by the Contractor during the term of the contract provided authorization is received from the CO or their designee. This space and equipment shall be kept neat and clean and returned to the Government in reasonably the same condition at the time of entering into the contract once the contract expires.

-Space in the building, if available, for the storage of supplies and equipment used in the performance of work under this contract. The Contractor shall maintain this space in a clean, neat and orderly condition.

-Under no circumstances shall the Contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government is **not responsible** in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts or equipment.

-Custodial closets, where available, at various points throughout the building, for storing equipment, including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and organized by the Contractor. Sinks and buckets shall be kept clean and free of standing water and hoses shall not be left connected to faucets when not in use.

-Space in the building, when available, furniture and furnishings for a supervisor's office for official business only in the performance of this contract. Government supplied telephones shall only be used for communication relative to the contract. The Contractor or the Contractor's employees shall not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.

-Heating and air conditioning of the space to be cleaned will be provided only during normal building operating hours.

H.9.1 Use of Government Information Technology

Contractor personnel requiring access to GSA's Network shall comply with all Federal Information Technology (IT) regulations regarding Trusted Internet Connection (TIC) in conjunction with PBS and GSA Chief Information Officer (CIO) IT policies, i.e., all PBS IT systems needing network connectivity must reside on the GSA network.

Contractors that require Network Connection for PBS IT systems shall use only Government-furnished network equipment and computer hardware.

- Network equipment includes all equipment that has IP routing and switching functionality.
- Computer hardware includes, but is not limited to servers, PCs, laptops and their peripherals (monitors, mouse and keyboards).
- Proprietary system hardware/software can be vendor provided, but is subject to network and system testing, review and approval for connection to GSA's network and acceptance of the PBS CIO.

If the Contractor requires access to GSA's Network they shall submit their request in writing to the CO or their designee for approval. Approved requests shall be forwarded to the PBS CIO for approval. The PBS CIO shall provide the Contractor access the newly integrated Building Automation Systems (to the GSA network) sites for the purposes of giving the Contractor access to the building MAXIMO systems. Contractor's that require access to building monitoring and control systems (BMC) shall refer to the [Technology Policy for PBS-Owned Buildings Monitoring and Control Systems](#) and [Building Technologies Technical Reference Guide](#) for guidance related to the technical integration of BMC to the GSA network and within its GSA's information technology (IT) environment.

If a Contractor comes into contact with information or data where there is not a 'need to know' or they are do not have authorization to have, they shall turn in the information and/or data immediately to the CO or their designee.

H.10 Security Requirements and Personal Identity Verification Procedures (Non-Classified Contract)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

H.10.1 GSAR 552.237-70 Qualifications of Offerors (MAY 1989)

- (a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.
- (b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.
- (c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

H.10.2 GSAR 552.237-71 Qualifications of Employees (MAY 1989)

- (a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.
- (b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.
- (c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien.

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H.10.3 Suitability Determinations

- (a) All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (b) Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the contract.
- (c) Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (d) Temporary Employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.
- (e) The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.
- (f) The Contracting Officer or their designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.
- (g) The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the contract.

H.10.4 Compliance with Security Requirements

- (a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.
- (b) When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

H.11 Identification Credential

Upon receipt of favorable suitability determination as indicated herein, each employee of the Contractor shall be issued an identification credential. At all times while working on the contract, contract employees including the sub-contractor employees shall have in their possession the specific Government identification credential issued to them by the Government. The identification credential shall be displayed and be visible at all times while on Government property. The CO or their designee, Government law enforcement, or security personnel shall periodically verify that passes of Contractor employees match their personnel identification. The Contractor's employees shall comply with security verification procedures at all times.

The Contractor shall see that every contract employee has a Government-issued identification credential before the employee enters on duty. As required by the Government, the Contractor shall make their employees available for photo identification badges, on a schedule to be worked out with the Contracting Officer or their designee. The Government will make the identification credentials badges after a favorable security determination has been received for the Contractor's employees. All credential identification shall have an expiration date and all Contractor employees shall sign their badges at the time of photographs are taken.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the Contracting Officer or their designee as their employees leave the contract (e.g., contract is completed, employees leave employment of the company, employees are dismissed or terminated). The Contractor shall notify the Contracting Officer or their designee when employee badges are lost.

The Contractor shall be responsible for paying the Government for replacement credentials at the current cost per badge.

H.12 Escort Requirements

It may be necessary to escort temporary contract employees that do not have favorable preliminary or final suitability determinations that must work in Federally-controlled space. In those cases, ALL uncleared contract employees shall be escorted in non-public spaces by a Government employee or another responsible cleared contract employee that is approved by the Contracting Officer or their designee. Other Government agencies may have specific agency security requirements for their own spaces that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees that provide escorts for uncleared contract employees must always be in close proximity and eyesight of the uncleared contract employee. The contract escort must watch uncleared employees and remain with uncleared contract employees for the entire time they are in the building and/or Federally-controlled spaces. An uncleared employee cannot be left alone or out of eyesight at anytime when they are in non-public space. A cleared and approved escort may not bring several uncleared contract employees, into Federally-controlled space that is not within close proximity or eyesight at all times. A cleared and approved escort may not have multiple uncleared employees in non-public space on different parts of one floor or on different floors at the same time. Any security violation of escort requirements by a cleared and approved contract employee will result in immediate removal from the contract of all contract employees involved, i.e., escorts and uncleared escorted contract employees. Also, in accordance with security requirements, violations of escort requirements by contract employees may be grounds for termination of the contract.

H.13 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action(s) with respect to their employees as necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks; open desk drawers or cabinets; or use GSA or tenant agency supplies, equipment or telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer, and the Federal Government. No smoking is allowed in the building.

H.14 Removal from Contract Work

Under the following conditions, the Contracting Officer or their designee may request the Contractor to immediately remove any employee(s) from the work site. When the Government determines an employee to be: incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or the Government deems an employee's continued employment is contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population.

The Contracting Officer or their designee may also request the Contractor to immediately remove any employee(s) from the work site(s) when it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties during their tour(s) of duty.

The Contractor employees who are removed from contract work shall be required to leave the work site immediately.

The Contractor must comply with any removal request. For clarification, a determination to remove an employee will be made for, **but is not limited to**, incidents involving the most immediately identifiable types of misconduct or delinquency, as set forth below:

- Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
- Violation of Federal, State, or local law.
- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR §101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
- Neglect of duty, including sleeping while on duty, unreasonable delays, failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or cooperate in upholding the integrity of the security program at the work site.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, uses of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government.
- Theft, vandalism, immoral conduct, or any other criminal action.
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects while in or on Federally-controlled property.
- Improper use of Government identification.
- Unauthorized use of communication equipment on Government property.
- Violation of security procedures or regulations.
- Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present firearms or other dangerous weapons in Federal facilities and Court facilities.

The Contracting Officer or their designee shall make all determinations regarding the removal of any employee(s) from work site(s), except under certain conditions. When a Contracting Officer or their designee is not available (either during the day or after hours), in situations where a delay would not be in the best interest of the Government, or the employee is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population, the Contracting Officer or their designee has the authority to immediately remove the contract employee from the work site.

Law enforcement officers of the DHS/ICE/Federal Protective Service will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government, security, or the employee is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population. The Contracting Officer or their designee shall be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The Contracting Officer or their designee shall make all official notifications to the Contractor. In the event of a dispute, the Contracting Officer or their designee shall make a final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

The Contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the work site or on the contract.

H.15 Sensitive but Unclassified (SBU) Building Information

GSA Contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive but Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.

Contractors and prospective bidders **with a need to know**, that do not have HSPD-12 clearances and access rights to GSA IT systems, can be provided with SBU building information, drawings, etc., in accordance with GSA Order 3490.1A (Document Security for SBU information, which) provides for the dissemination of paper and electronic SBU building information for all Federally-controlled spaces (owned, leased, and delegated). For more information on SBU visit the following website <http://insite.pbs.gsa.gov/SBU>

SBU information includes but is not limited to:

- Paper and/or electronic documentation of the physical facility information.
- Building designs (such as floor plans).
- Construction and renovation/alteration plans and specifications.
- Equipment plans and locations.
- Building operating plans.
- Information used for building service contracts and/or contract guard services.

For all GSA-controlled facilities, any other information considered a security risk, shall be considered covered under this category.

All SBU building information, either in electronic or paper formats, shall have specific imprinting on each page to designate it is Government property and indicate the prohibition of copying, dissemination, and distribution.

Contractors authorized to receive SBU information shall provide the following identification:

- A copy of a valid business license.
- Verification of a valid DUNS Number.
- A valid IRS Tax ID Number.
- A valid picture state driver's license.

Contractors shall sign a Document Security Notice when they receive the information.

Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.

All authorized contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information/documents.

The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposals shall be kept with the permanent files. Original copies of this form shall be submitted to the COR on a monthly basis.

H.16 Recording Presence

Each contract employee and subcontractor must sign-in when reporting for duty and sign out when leaving at the end of the workday. GSA Form 139 (Record of Time of Arrival and Departure from Building, which is only designated for use by the Contractor's personnel), shall be used for this purpose.

H.17 Government Forms

The various Government forms mentioned in this solicitation such as personal history forms, sign out forms, inspection forms, etc., may be obtained from the CO or their designee.

H.18 Other Contractors

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with the other Contractors or Government employees. The Contractor shall carefully schedule their own work, in conjunction with the additional work, which may be directed by the CO or their designee. In addition, the Contractor shall not commit to or permit any act, which will interfere with the performance or work by another Contractor, or by Government employees.

H.19 Ordinances, Taxes, Permits and Licenses

Without additional expense to the Government, the Contractor shall fully comply with: (a) all Federal, State local, and city laws, and regulations and ordinances, (b) be liable for all applicable Federal, state and local taxes and (c) obtain and pay for all permits and licenses governing performance under the contract.

H.20 Discrepancy in the Specifications

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final, in accordance with the Disputes Clause of this contract.

I. CONTRACT CLAUSES

NOTE TO SPEC WRITER: IN ADDITION TO OTHER MANDATORY FAR CLAUSES THE CO OR DESIGNEE MUST INCLUDE ALL APPLICABLE ENVIRONMENTAL FAR CLAUSES TO INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:

52.223-1 Biobased Product Certification.

NOTE TO SPEC WRITER: FOR THE PURPOSE OF REPORTING, THE LAST SENTENCE OF THE CLAUSE (52.223.2) STIPULATES THE FOLLOWING: The Environmental Point Of Contact For This Contract Is: PBSbiobasedreporting@gsa.gov.

52.223-2 Affirmative Procurement Of Biobased Products Under Service And Construction Contracts. PBSbiobasedreporting@gsa.gov.

52.223-3 Hazardous Material Identification And Material Safety Data.

52.223-4 Recovered Material Certification.

52.223-5 Pollution Prevention And Right-To-Know Information.

52.223-7 Notice Of Radioactive Materials.

52.223-9 Estimate Of Percentage Of Recovered Material Content For EPA-Designated Items.

52.223-10 Waste Reduction Program.

52.223-11 Ozone-Depleting Substances.

52.223-15 Energy Efficiency In Energy-Consuming Products.

52.223-17 Affirmative Procurement Of EPA-designated Items In Service And Construction Contracts.

52.223-19 Compliance With Environmental Management Systems.

See Attached SF-1449

J. LIST OF ATTACHMENTS
(LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS)

EXHIBIT 1
BUILDING INFORMATION SHEET

The figures below are estimates only. When necessary, the CO or their designee will provide access to assignment drawings and blueprints.

1. **BUILDING DATA:**

Name and building number: Census Headquarters North Building (MD0778AG)
Census Headquarters South Building (MD1822AG)
& Gate #7 Guard Booth
Location: 4600 Silver Hill Road Suitland, Maryland 20746
Number of stories: 9 including penthouse mechanical space
Normal Building Operating Hours: 7:00 AM to 5:00 PM

2. **BUILDING STATISTICS:**

INTERIOR

Area Cleaned	1.37 Million SF*+
Rentable Area	805,500 SF+
Total Toilet Count.....	343 EA
Total Waterless Urinal Count.....	111 EA
Total Shower Stall Count.....	37 EA
Total Sink Count.....	328 EA
Total Water Fountain Count.....	156 EA
Total Paper Towel Dispenser Count.....	178 EA
Total Utility Sink Count.....	46 EA
Total Soap Dispenser Count.....	229 EA
Total Seat Cover Dispenser Count.....	304 EA
Total Restrooms.....	109 EA
Total Kitchenettes.....	66 EA
Total Interior Glass.....	430,000 SF
Total Gymnasium (CWET Shop).....	1,600 SF
Total Remote Delivery Facility.....	41,950 SF

EXTERIOR

Outside area to be policed	65,000 SF+
Gate #7 Guard Booth.....	441 SF
Paved and Parking lot area.....	30,000 SF+

BUILDING INFORMATION SHEET

The figures below are estimates only. When necessary, the CO or their designee will provide access to assignment drawings and blueprints.

1. **BUILDING DATA:**

Name and building number: Suitland Child Development Center (MD0781AG)
Location: 4303 Suitland Road Suitland, Maryland 20746
Number of stories: 1
Normal Building Operating Hours: 6:00 AM to 8:00 PM

2. **BUILDING STATISTICS:**

INTERIOR

Area Cleaned	7,202	SF*+
Rentable Area	7,202	SF+
Total Toilet Count.....	6	EA
Total Sink Count.....	23	EA
Total Water Fountain Count.....	4	EA
Total Paper Towel Dispenser Count.....	18	EA
Total Utility Sink Count.....	1	EA
Total Soap Dispenser Count.....	18	EA
Total Seat Cover Dispenser Count.....	1	EA
Total Restrooms.....	3	EA
Total Kitchens.....	1	EA
Total Windows Count.....	31	EA
Total Venetian Blinds Count.....	31	EA
Total Exterior Are to be Policed.....	44,000	SF

BUILDING INFORMATION SHEET

The figures below are estimates only. When necessary, the CO or their designee will provide access to assignment drawings and blueprints.

1. **BUILDING DATA:**

Name and building number: Suitland House (MD0070AG)
Location: 4701 Silver Hill Road Suitland, Maryland 20746
Number of stories: 3
Normal Building Operating Hours: TBD

2. **BUILDING STATISTICS:**

INTERIOR

Area Cleaned	6,392	SF*+
Rentable Area	6,392	SF+
Total Toilet Count.....	5	EA
Total Sink Count.....	6	EA
Total Paper Towel Dispenser Count.....	5	EA
Total Seat Cover Dispenser Count.....	5	EA
Total Restrooms.....	5	EA
Total Kitchens.....	1	EA

EXTERIOR

Outside area to be policed	15,000	SF+
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EXHIBIT 2
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

CONTRACT No. G S - ____ P - ____ - ____ - ____

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is designed to provide the General Services Administration (GSA) with an effective surveillance method for monitoring and evaluating the Contractor's performance under a Performance-Based Statement of Work (PBSOW) for custodial and related services.

In accordance to Federal Acquisition Regulation (FAR) Part 37.601, performance-based contracting methods are intended to ensure that the required performance quality levels are achieved and that the total payment is related to the degree that services performed or outcomes achieved meet contract standards. The role of the GSA is quality assurance by ensuring that the Contractors are achieving the performance quality levels required under the custodial and related services contracts and focusing on the Contractors' quality control programs. The GSA periodically validates the execution of the Contractors' quality control programs by reviewing such areas as the Contractors' inspection forms, service call logs, tenant reports, tenant satisfaction surveys, and the timeliness of corrective actions.

Inspections conducted through the QASP and histories of Contractor performance in the Contractor "Performance Assessment Reporting System (CPARS)" or successor system assist GSA in obtaining those services that are contracted and delivered as agreed upon. The systems also help ensure that contract awards and deductions are executed in accordance with the contract requirements. The regional Property Management operations office is responsible for capturing the appropriate Contractor performance information that will be entered into CPARS by the CO or their designee.

A. PURPOSE OF THE QASP

1. The QASP is intended to accomplish the following:

- Defines the roles and responsibilities of participating government officials.
- Identifies the performance objectives based upon the PBSOW and in accordance with FAR Part 46.401(a) (1).
- Identifies the performance quality level standards in accordance with FAR Part 37.601(a) (2).
- Describes the methods of surveillance for the GSA to identifying quality levels in accordance with FAR Part 46.401(a) (2).
- Establishes a method to provide feedback to the Contractor regarding quality and timeliness of the service performance, i.e., copies of inspection forms, copies of tenant reports, data on tenant satisfaction scores; and any other drivers or measures of performance that are required by the CO or their designee.
- Establishes timeframes for communication and performance improvement if needed.

-Establishes specified procedures for changes to the contract price when services are not performed or do not meet contract requirements in accordance to FAR Part 37.601(a) (3).

2. The Contractor has developed a Quality Control Plan (QCP) that establishes procedures and responsibilities for controlling the quality of work to be performed. The Contractor is responsible for the implementation of the QCP.

B. ROLES AND RESPONSIBILITIES OF GOVERNMENT OFFICIALS

1. The following Government officials shall participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

_____ or person designated by the CO shall serve as the Contracting Officer Representative (COR). The COR is responsible for monitoring, assessing, recording, and reporting on the performance of the Contractor. The COR shall have the primary responsibility for completing the forms that will be used to evaluate the Contractor's performance.

_____ or person designated by the CO shall have overall responsibility for overseeing the Contractor's performance. The CO shall be responsible for the monitoring of the Contractor's performance in the areas of contract compliance and contract administration, reviewing of COR's assessments of Contractor performance, and resolving any discrepancies that may arise between the parties involved.

C. TYPES OF WORK TO BE PERFORMED

1. The Contractor performance in providing the following custodial and related services shall be evaluated by the Government.

- Standard Services
 - Interior
 - Exterior
- Above Standard Services
- Service Calls
- Communication Plan
- Solid Waste/Trash Disposal
- Recycling
- Environmental/Recycling Reporting+
- Child Care center
- Other services or requirements as specified in Section C

D. METHODS OF SURVEILLANCE

The method of surveillance is based on the performance criteria of the contract terms and specifications. Each requirement describes the tasks to be performed and the standard for successful performance. The GSA intends to monitor and evaluate the Contractor's performance based on any or all of the following four (4) surveillance methods:

-Periodic Surveillance Inspections: This method consists of selected surveillance tasks by the Government that do not require 100% inspection or are performed on a random basis. The CO or their designee shall evaluate the Contractors reports, surveys, etc., on a weekly, biweekly, monthly or quarterly basis.

- Tenant Interviews: All tenant concerns received through the CO or their designee shall be documented and evaluated on a planned schedule developed by the CO or their designee. This method will help the CO or their designee focus on areas that require further action from the CO.
- Service Call Documentation: This method of surveillance shall provide information to the CO or their designee such as identification of the types of service calls received, the frequencies, the corrective action(s) taken, timeliness of completion, and any other pertinent data. At a minimum, this method shall be performed on a monthly basis.
- Tenant Satisfaction Surveys: GSA conducts surveys for one-third of GSA's tenants in Government-owned and leased buildings annually. These surveys include questions specific to the cleanliness of GSA's buildings including elevator cleaning, restroom supplies, restroom cleanliness, the lobby, common areas, workspace, and frequency of cleaning. The surveys provide the CO or their designee with satisfaction scores that can be further evaluated to determine if there are any weaknesses within the various programs. The CO or their designee shall take appropriate measures, such as reviewing the survey comments, obtaining further feedback from the tenants as required or sharing of the scores with the Contractor to establish a plan of corrective action.

E. QUALITY ASSURANCE FORMS AND REPORTS

- Inspection Form: The GSA 1181-A or equivalent forms shall be used to document and evaluate the Contractor's performance. The CO or their designee shall evaluate each event in accordance with the performance standards and performance requirements stated in the PBSOW. All tasks that are considered to have an unacceptable performance shall be substantiated and documented on the GSA 1181-A form or its equivalent. The form shall be completed and submitted to the Contractor within 24 hours. The Contractor shall return the GSA 1181-A form or equivalent form identifying the corrective action taken, within time allotted by the CO or their designee.
- Inspection of Services Clause: The CO shall fill in applicable commercial or non-commercial clause as appropriate, such as FAR Part 52.246.4 paragraphs (e) and (f).

F. ANALYSIS OF SURVEILLANCE RESULTS

Monthly CO Report: At the end of each month the CO or their designee shall summarize the overall results of the Contractor's performance for the previous month. If appropriate, the CO may investigate the event(s) further to determine if all the facts and circumstances surrounding the event(s) are accurate. The CO shall also discuss with the Contractor an event or trend that indicates unacceptable performance.

CUSTODIAL QASP STANDARDS

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior</u>	<u>GREEN CLEANING</u> <u>GREEN PURCHASING PLAN</u>	-Shall use green cleaning products, processes and equipment -Shall track and report costs and amounts of green cleaning products and materials purchased	100% Inspection
	<u>FLOOR CARE</u> <u>BARE FLOORS</u> (lobbies, corridors, restrooms, etc.) Wet Mopping	Floors, base moldings and grout shall be clean and free of debris, including but not limited to, dirt, water streaks, mop marks, strings, gum, tar and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
	<u>Asbestos Containing Building Material (ACBM) Floors</u>	Shall comply with the methods prescribed in the National Institute of Building Sciences (NIBS) Guidance Manual, "Asbestos Operations and Maintenance Work Practices".	
	ADP/Data Center Floors	Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP)/Data Center space.	

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior</u>	Asphalt Floors	Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
	Granite and Marble Floors (Crystallization)	All applicable floor areas shall be maintained in accordance with industry standards.	
	Loading Dock Floors	Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.	
	Postal Floors	Refer to the Standard Services – Interior Section on Postal Space	
	Strip and Finish	The old finish or wax shall be removed and new sealant applied in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, rust, burns, scuffmarks or wax build-up in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED	

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior</u>	<p>Sealing</p> <p>Wood Floors</p>	<p>BUFFING OR DRY STRIPPING METHODS BE USED ON ACBM FLOORS.</p> <p>Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.</p> <p>There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.</p>	<p>The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.</p>
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior</u>	<u>CARPETS AND RUGS</u>	<p>Free of visible dirt, dust, and other debris.</p> <p>No spots, smears, crusted material, or spills.</p> <p>No fuzzing caused by harsh rubbing or brushing of carpet.</p>	<p>The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.</p>
<u>SECTION C</u> <u>Standard and</u> <u>Above Standard</u> <u>Services</u> <u>Interior</u>	<u>EXTRACTION</u>	<p>Build-ups, spills, or crusted materials are to be removed along with spots and smears. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.</p>	<p>The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.</p>

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior</u>	<u>SPOT CLEANING</u> <u>VACUUMING</u>	Shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted materials. Shall be free of dirt, dust, and other debris.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior</u>	<u>FLOOR MATS AND RUNNERS</u>	Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum and crusted materials. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior</u>	<u>RESTROOMS, SHOWER ROOMS, LOCKER ROOMS</u>	<p>Areas shall be cleaned with a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustations. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids, and waste and graffiti.</p> <p>Restrooms shall be free of discarded materials and trash shall be emptied to prevent the containers from overflowing.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior</u>	<u>FIXTURES</u>	Fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls etc.) shall be clean with no dust, spots, soiled substances, discolorations, rust, mold, build-ups, or excess moisture.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
SECTION C Standard Services Interior	SURFACES Horizontal Surfaces Metal, Brass, and Woodwork	Surfaces shall be free of dust, dirt, oil spots, or smudges. Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oils, smudges, dirt, soiled substances, rust, encrustation, and streaks.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
	Glass Cleaning	All glass, clear partitions, mirror surfaces, bookcases, and other glass shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.	
SECTION C Standard Services Interior	WALLS	Free of smudges, marks, dirt, and spots with no discolorations.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews,

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
<u>Interior</u>	<u>ELEVATORS AND STAIRWAYS</u>	<p>transport recyclable materials from recycling bins and containers located throughout the building.</p> <ul style="list-style-type: none"> - Door tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter. - Surfaces shall be clean and free of finger marks, smudges, and spills. - Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster. - Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris. 	performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior/Exterior</u>	<u>PLATE GLASS (all glass - glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies vestibules, and spandrel)</u>	Shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
			interviews, periodic inspections, and service call documentation.
<u>SECTION C</u> <u>Standard and Above Standard Services</u> <u>Interior/Exterior</u>	<u>WINDOW WASHING</u>	- Windows shall be clean (minimum is annually) and free of dirt, grime, streaks, moisture, and shall not be cloudy. - - Window sashes, sills, woodworks, and other surroundings of interior glass shall be wiped free of drippings and other watermarks.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
<u>SECTION C</u> <u>Standard Interior</u>	<u>BLINDS AND COVERINGS</u>	All blinds, coverings, cord tapes, and valances shall be clean and free of dust and spots.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
<u>SECTION C</u> <u>Standard Services</u> <u>Interior</u>	<u>CONCESSIONS</u>	- All public areas (cafeteria furniture, seating areas, snack bars, and vending machine areas) shall be clean, sanitized, free of spillages, food crumbs, spots,	The Government may evaluate performance based on any or all of the following: tenant

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
		<p>smudges, marks, and soil.</p> <p>- Floors in serving and kitchen areas shall be cleaned only if open during the normal scheduled cleaning hours, except in Federally-equipped cafeteria facilities.</p> <p>- In Federally-equipped cafeteria facilities, the cleaning of kitchens and areas behind serving tables and salad and soup bars is the responsibility of the Concessions Contractor.</p>	<p>satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.</p>
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior</u>	<u>POSTAL SPACE</u>	<p>All postal floors shall be free of dirt, dust, debris, and other foreign matter. If stripping and refinishing is required, finish and wax shall be removed and reapplied in accordance with standard commercial practices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING OR DRY STRIPPING METHODS BE USED ON ACBM FLOORS. The contractor shall</p>	<p>The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.</p>

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
		not provide cleaning inside the clean room.	
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Interior</u>	<u>FITNESS CENTERS, HEALTH UNITS, AND LABORATORIES</u>	<p>Areas such as the fitness centers, health units, and laboratories, shall be cleaned with disinfectant.</p> <p>All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges. Shower curtains surfaces shall be cleaned and free of mold and dirt. Lockers exterior surfaces shall be free of dust and streaks.</p> <p>All metal (door frames handles, fixtures, and equipment) and glazed surfaces (including partitions), shall be free of smears, finger marks, streaks and shall maintain a uniform luster.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Exterior</u>	<u>CANOPIES</u>	Shall be clean and free of dirt, dust, cobwebs, nests, bird excrement, trash, and debris.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
			interviews, periodic inspections, and service call documentation.
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Exterior</u>	<u>HARD SURFACE AREAS</u> (sidewalks, brick areas, hard surfaces, parking lots, surface parking, garages, docks, etc.)	Shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oils, and grease. No residual dirt shall remain after the removal of the debris.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
<u>SECTION C</u> <u>Standard</u> <u>Services</u> <u>Exterior</u>	<u>SURFACES</u> (signs, vending machines, tables, etc.) <u>GRAFFITI REMOVAL</u> <u>EXCREMENT REMOVAL</u> <u>POLICING OUTSIDE AREAS</u>	Shall be clean, with no dirt, dust, residues, streaks, spots, soiled substances, discolorations, or rust. Remove graffiti using normal cleaning methods. Steps, stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement. All areas, including unimproved areas and	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
		fence lines shall be clean of gum, litter, debris, papers, trash, and other discarded materials.	
<u>SECTION C</u>	<u>CHILD CARE CENTERS</u>	See Section C 'Child Care'	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

EXHIBIT 3
SURVEILLANCE FORMS

GSA Form 1181A – Contract Cleaning Inspection Report

This form shall be filled out and submitted to the Contractor when deficiencies are found during the COR's inspections.

CONTRACT CLEANING INSPECTION REPORT				
INSTRUCTIONS: Form is used for inspection of contract cleaning by inspectors to record results. The condition of area(s) inspected will be rated SATISFACTORY or UNSATISFACTORY. Explain unsatisfactory rating in remarks column and complete quantity column.				
BUILDING 450 Golden Gate	Report NO.		CONTRACT NO. GS-09-06-KSD-0000	
INSPECTOR (<i>Print Name</i>) SIGNATURE JOHN DOE			INSPECTOR'S	
TIMED STARTED 9:00 A.M.	TIME COMPLETED 10:50 A.M.	DATE OF INSPECTION 10/31/06		
INTERVIEWED BY DATE MS. DEE	DATE 11/01/06	CONTRACTOR'S sup. signature	RECEIPT 1:00 p.m.	TIME 11/01/06
WORK DESCRIPTION – LOCATION <small>(Room No., Corridor, lobby, or either) By Measure or count .</small>	QUANTITY	CHECK ONE	REMARKS	
	SAT.	UNSAT.		
3rd Floor East				
M3-5171		X	Rust on toilet base under bolt of toilet	
3-5178	X			
Women's Public Restroom	X			
Men's Public Restroom				
-M-7665		X	Slight build up in corners of urinal	
Drinking Fountains	X		Mineral Build up	
-1st near room 1-5566				

GENERAL SERVICES ADMINISTRATION

GSA FORM 1181A

Quality Deficiency Notice

This form shall be filled out and submitted to the contractor when deficiencies are found during the COR's inspections.

QUALITY DEFICIENCY NOTICE

NAME OF CONTRACTOR
CONTRACTOR ADDRESS
XXXX Cleaning Services
333 Smith St. Ste. 201
San Francisco, CA 94102

CONTRACT NO. **GS-09P-06-KSD-0000**

A deficiency exists in your quality control system. The nature of the deficiency is

Continuous findings on 3rd floor men's restroom (M) 3-5171-Rust on toilet base under bolt of toilet. Rust needs to be removed and base needs to be cleaned.

Immediate action is required to correct the deficiency and the condition that caused it. Failure to take acceptable corrective action on time may result in termination of your right to proceed with this contract.

Please provide a written response of corrective action taken to the CO or their designee within _____ workdays after receiving this notice.

OAS NAME AND SIGNATURE
ADDRESS
DATE

CO or their designee.

450 Golden Gate Ave., Ste #7 11/5/06
San Francisco, CA 94102

RECEIPT ACKNOWLEDGED

CERTIFIED RECEIPT NO.

EVALUATION OF CORRECTION ACTION

☐ Corrective action verified and found acceptable

☐ Corrective action not acceptable and /or not implemented (Explain below)

This matter is being referred to the Contracting Officer for action. Direct further correspondence on this matter to the CO.

QAS SIGNATURE

DATE

RECEIPT ACKNOWLEDGED

DATE

QASP Monthly Inspection Report

BUILDING NAME & LOCATION: Phillip Burton Federal Building & US Courthouse

CONTRACT NO.: GS-09P-06-KSD-0000

CONTRACTOR NAME: XXX Cleaning Service

Please report all deficiencies found during the previous month inspection(s). Attach copies of all **GSA 3539 Forms** submitted to the contractor with this form. If there were no deficiencies, please submit this form indicating there were no deficiencies reported for the month. This form will become a part of the official QA documentation.

DEFICIENCIES & CORRECTIVE ACTIONS	COMMENTS
Documented on the Contract Cleaning Inspection Reports	All deficiencies minor, corrected by the Contractor

COR

Signature: _____

Date: _____

COR's Checklist for Inspections

	CUSTODIAL AND RELATED SERVICES	COMMENTS
	Submittals: <ul style="list-style-type: none">-a list of names and telephone numbers of on-site supervisors-security clearance documentation (current & new employees)- work schedules- floor maintenance schedules- MSDS documentation- initial IPM inspection report	
	Quality Control Plan (QCP) <ul style="list-style-type: none">- description of training programs- description of disciplinary procedures- description of contingency plan for separation of employees	
	Inspection Reports	
	Service Call Logs	
	Tenant Reports	
	Integrated Pest Management (IPM) Quarterly Reports	
	Recycling and Solid Waste/Trash Hauling Reports	

NOTE: This checklist does NOT represent an all-inclusive list of items that may be reviewed during an inspection. It is provide ONLY as guidance for the CO or their designee.

EXHIBIT 4
CWET SHOP CLEANING

**C.W.E.T. SHOP, FITNESS CENTER
CLEANING REQUIREMENTS**

- A. The CWET Shop hours of operation are from 5:30 AM to 8:00 PM, Monday through Thursday, excluding Federal Holidays. Friday hours are 5:30AM to 7:00PM, excluding Federal Holidays. All cleaning shall be performed other than occupancy work hours except where specifically stated.

The Contractor shall provide all labor, materials, equipment, supplies and supervision to perform janitorial services at the CWET Shop, and provide all services detailed in Section B below.

B. Cleaning Requirements:

Twice Daily – (Between the hours of 2:00 PM and 3:00 PM and again after closing.)

1. Re-supply all restrooms and locker rooms with toilet paper, paper towels, toilet seat covers and hand soap, ensuring all dispensers are fully stocked.
2. Empty all waste receptacles, recycle containers and sanitary napkin receptacles and replace soiled liners. Wipe receptacles with sanitizing disinfectant.
3. Clean and sanitize inside and out of all fixtures including toilets, urinals, wash basins, water fountains and shower stalls with a cleaner-disinfectant. Polish bright work.
4. Vacuum all carpeted areas.

Daily: (Services to be performed after 8:00 PM)

1. Thoroughly dust and damp wipe all horizontal surfaces including, but not limited to, desks, file cabinets, windowsills, furnishings and stall partitions.
2. Damp mop all hard and tile floor utilizing a cleaner disinfectant.
3. Clean both sides of interior glass including partitions, entrance doors and windows.
4. Clean all mirrors in the restrooms, locker rooms and the aerobic areas.
5. Spray buff wood flooring in the aerobic areas.
6. Wash all ceramic tile in restrooms, locker rooms, and shower stalls utilizing a cleaner disinfectant.
7. Scrub weight room flooring as per manufacturers recommendations.
8. Spot shampoo any carpet stains or spots.

Weekly: (Services to be performed after 8:00 PM)

1. Dust all horizontal surfaces including desks, file cabinets, cabinets, tables and other office furnishings.
2. Damp wipe all stall partitions, toilet paper, paper towel, and toilet seat cover dispensers.
3. Remove, thoroughly clean and replace all shower room mats.
4. Dust all fans and vent covers.

Monthly: (Services to be performed after 8:00 PM)

1. Spot clean all wall and door surfaces to remove fingerprints around light switches and door frames, streaks and smudges, build-up on baseboards and kick plates.
2. Sweep storage areas and spot mop as needed.
3. Dust all Suspended ceiling screen grids.
4. Dust the interior of the lighted, white screen partitions.

Quarterly: (Services to be provided after 8:00 PM)

1. Strip and seal all rubber weight room flooring as per manufacturers specifications.
2. New shower curtains shall be supplied by the contractor and replaced throughout the CWET Shop on a quarterly basis. Shower curtains shall be comparable in size, quality and matching color to existing curtains.

Twice a Year: (Services to be performed after 8:00 PM)

(Initial strip and seal to be performed within 90 days of the contract start)

1. Strip and apply sealer to all hard and tile floors. Seal wood flooring as per manufacturer's recommendations utilizing a slip-resistant finish.
2. Shampoo all carpeted areas.

EXHIBIT 5

GREEN PURCHASE GUIDANCE AND REPORTING

Annual Contractor Reporting of Designated Bio-based Purchases

Section 9002 of the 'Farm Security and Rural Investment Act of 2002,' as amended by the 'Food, Conservation, and Energy Act of 2008, Pub. L. 110-246 (the Farm Bill)' requires Federal agencies to give a procurement preference to USDA-designated bio-based products and requires agency Contractors to report such purchases under service and construction contracts. The Federal Acquisition Regulation (FAR) Council subsequently published a bio-based final rule at 77 FR 23365, implementing the reporting requirement in the FAR at FAR 52.223-2, 'Affirmative Procurement of Bio-based Products Under Service and Construction Contracts' with an effective date of May 18, 2012. To facilitate collection of report data, the FAR is amended based on final rule 78 FR 46794, which requires contractors to submit their bio-based reports to <https://www.sam.gov/>.

To comply with the reporting provisions of the Act, the Contractor shall file an annual report on purchases of designated bio-based products used under the performance of this contract.

Where To Submit:

CY 2013: No later than October 31st in accordance with final rule 78 FR 46794 'Update to Bio-based Reporting Requirement', the Contractor is responsible for submitting their annual bio-based report using the following website <https://www.sam.gov/>.

NOTE: The US Department of Agriculture (USDA) bio-based products website <https://www.biopreferred.gov/ProductCategories.aspx>.

EXHIBIT 6
GREEN PURCHASE REPORTS

Non Bio-based Purchase Report					
Report Period Covered:	Date Report Prepared:				
Building:					
Contract Number:					
Contractor:					
	Attributes and Cost				
	CPG	DfE	Green Seal	Env Choice	Other Green
Cleaners (Bathroom and spa cleaners Glass cleaners, etc.)					
Floor Cleaner					
Floor Finish			\$8,000 (Sample Entry)		
Floor Stripper					\$700 Low VOC (Sample Entry)
Hand cleaners and sanitizers					
Mulch and Compost	\$7,500 (Sample Entry)				
Odor Control/Neutralizer					
Mobile equipment hydraulic oil					
Stationary equipment hydraulic oil					
Diesel fuel additives					
2-cycle engine oil					
Penetrating lubricants					
Greases					
Sorbents					
Adhesives and mastics					
Grease and graffiti removers					
Carpet and upholstery cleaners					
Laundry products					
Towels					
General purpose de-icer					
Wood and concrete sealers					

Resources Guide: Green Seal <http://www.greenseal.org/FindGreenSealProductsAndServices.aspx>
 Design for the Environment (DfE) <http://www.epa.gov/dfe/>
 EPA-CPG <http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm>
 SFTOOL Green Procurement Cleaning Products [GSA Sustainable Facilities Tool](#)

EXHIBIT 7
**KEY SUSTAINABLE PRODUCT (KSP) STANDARDS AND RECOMMENDED
SUBMITTALS**

Product	Sustainability Standard	Recommended Submittal
<i>Wastebasket liners (24" x 33" or smaller)</i>	≥ 30% post-consumer recycled content <i>and</i> ≤ 8 microns thick	Product literature showing certification of recovered content by reputable 3rd party
<i>Paper towels</i>	≥ 50% post-consumer recycled content <i>and</i> 100% total recycled content	Product literature showing certification of recovered content by reputable 3 rd party or Green Seal logo
<i>Bathroom tissue</i>	≥ 25% post-consumer recycled content <i>and</i> 100% total recycled content	Product literature showing certification of recovered content by reputable 3 rd party or Green Seal logo
<i>Hand Soap</i>	<div style="display: flex; align-items: center;"> <div style="font-size: 3em; margin-right: 10px;">[</div> <div> Green Seal (GS-41) <i>or</i> EcoLogo (UL 2784) <i>or</i> EPA Design for the Environment (DfE) </div> </div> <p style="text-align: center; margin: 10px 0;"><i>AND</i></p> <div style="display: flex; align-items: center;"> <div style="font-size: 3em; margin-right: 10px;">]</div> <div> USDA Certified Biobased </div> </div>	Product sheet showing logos of applicable standards
<i>General-Purpose Floor Cleaner</i>	Green Seal (GS-37) <i>or</i> EcoLogo (UL 2759) <i>or</i> EPA Design for the Environment (DfE)	Product sheet showing logo of applicable standard

EXHIBIT 8
GSA MANDATORY *KSP'S AND ENVIRONMENTALLY SUSTAINABLE PRODUCTS

Product	Contents to Avoid	Product Availability				
		Recycle Content & CPG	Bio-based	DfE	EcoLogo	Green Seal
Cleaner	EDTA, NTA, chlorine, hypochlorite, and phosphates; petroleum-based solvents (glycol ethers, phenolic compounds); ammonia, butyl cellosolve, d-limonene	N/A	✓	✓		✓
*General-Purpose Floor Cleaner	Ammonium hydroxide and other caustic components; butyl; petroleum-based solvents (glycol ethers, phenolic compounds, mineral spirits, stoddard solvent)	N/A		✓ EPA Designated	✓ UL 2759	✓ GS-37
Floor Finish	Zinc, metal-crosslinked polymers, butyl ether, formaldehyde, nitrobenzene, phenol, petroleum-based solvents (glycol ethers, stoddard solvent)	N/A	✓	✓		✓
Floor Stripper	Butyl cellosolve, monoethanolamine, sodium hydroxide	N/A	✓	✓		✓
*Hand Soap	Anti-microbial agents (triclosan, alcohol)	N/A	✓ USDA Certified BioPreferred	✓ EPA Designated	✓ UL 2784	✓ GS-41
Mulch and Compost	Virgin materials	✓	✓	X		✓
Odor Control / Neutralizer	Formaldehyde, naphthalene, isopropyl alcohol, paradichlorobenzene, xylene, butane, ethanol, phenol	N/A	✓	✓		✓
*Paper Towels	Virgin materials	>=50% post consumer recycled content and 100% total recycled content				
*Waste Basket Liners (24" X 33" or smaller)	Virgin materials	>=30% post consumer recycled content and <= 8 microns thick				
Plastic Trash Can Liner (>24" X 33")	Virgin materials	<6 microns or <8 microns w/ at least 30% post consumer recycled content				✓
Snow and ice removal products	Toxic, propylene glycol methyl ether, ethanol, ammonia	N/A	X	✓		X
*Bathroom Tissue	Virgin materials	>=25% post consumer recycled content and 100% total recycled content				

Upholstery and Rug Cleaner	Perchloroethylene, naphthalene, butyl cellosolve, propylene glycol methyl ether, ethanol, ammonia	N/A	✓	✓		✓
Vacuum Cleaner and Other Equipment	See CRI Green Label Standard for Vacuum Cleaners for additional guidance	N/A	X	X		X

* Mandatory products. GSA mandatory products are annotated with asterisk.

X Product currently not available

Notes:

If not mandatory KSP, when product is Bio-based and CPG, Select CPG. Otherwise, if not exempted, bio-based shall be chosen over other attributes. On the GSA Advantage website some environmental product indicators, such as 'Non-Toxic' and 'Biobased', are specified by the product vendor and have not been independently verified. Prior to procurement, it is important to examine the Safety Data Sheet (SDS) for each product in order to verify that the environmental indicators designated by the vendor are accurate.

EXHIBIT 9

PBS WASTE AUDITS

This exhibit is provided to the Contractor as a guide for additional considerations for post-audit monitoring, plan implementation, training and other ancillary activities that may assist GSA in meeting the listed objectives.

I. Background

GSA's Public Buildings Service (PBS) provides work environments for over one million Federal employees nationwide. The inventory consists of courthouses, laboratories, offices and border stations. Tenant activities in these buildings generate tons of solid waste/trash that PBS is obligated to properly dispose of and achieve a minimum waste diversion of 50%. Recycling composting and other alternatives to landfills and incineration are the preferred methods for disposal of solid waste/trash.

II. Objectives

- Determine the most efficient methods to maximize reduction, recycling, and composting of solid waste/trash and to minimize waste shipments.
- Achieve a minimum of 50% waste diversion through waste minimization, recycling, and composting.
- Determine the right service level for solid waste/trash collection and removal

III. Extent Of Work

The Contractor shall conduct a solid waste/trash audit to include:

- 100% of the waste and/or recycling collected in a 24 hour period must be audited (excluding durable goods or construction waste).
- The audit must represent a 24 hour period on a typical work day.
- Use scales to weigh sorted waste, as weight is the preferred metric.
- Determine the amount of recyclable materials being thrown away that could have been recycled and composted. At a minimum, the recyclable items within the waste/trash must be identified and separated into the following categories: Paper, Plastic, Cardboard, Glass, Metal/aluminum, and Wet Waste.

The Contractor shall develop a written report and analysis of the conclusions drawn from this audit, including recommendations for improving the economy and efficiency of waste collection, storage, transfer, and disposal (including recycling and composting). This report shall address, at a minimum:

- Recommendations to maximize waste minimization, recycling, and composting to achieve at least 50% waste diversion.
- Recommendations to right-size service level for solid waste/trash removal services to minimize trash shipments.

**. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
BIDDERS/OFFERORS**

L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/OFFERORS

M. EVALUATION FACTORS FOR AWARD